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CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

EDWIN M. LEE, MAYOR

TREASURE ISLAND DEVELOPMENT AUTHORITY
MEETING AGENDA

05-06-13A08:37 RCVD

GOVERNMENT
DOCUMENTS DEPT

MAY - 6 2013

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May 8, 2013 – 1:30PM

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Linda Richardson, President
Claudine Cheng
Larry Del Carlo, Secretary
Mark Dunlop, CFO
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Larry Mazzola, Jr., VP
Jean-Paul Samaha
Hon. Jane Kim (Ex-Officio)

Mirian Saez, Director of Island Operations
Asja Steeves, Commission Secretary

ORDER OF BUSINESS

1. Call to Order and Roll Call

2. General Public Comment. This item is to allow members of the public to address the Treasure Island Development Authority Board ("Authority Board") on matters that are within the subject matter jurisdiction of the Authority Board and that do not appear on the agenda. In addition to General Public Comment, Public Comment will be held during each item on the agenda *(Discussion Item)*
Estimated Length of Item: 10 minutes

3. Reports
   a. Report by Director of Island Operations *(Discussion Item)*
This item is to allow the Director of Island Operations to report on staff activities, leasing, public safety, utilities, financials, on-Island events and to make announcements.
Estimated Length of Item: 15 minutes

b. Report by Treasure Island Development Project Director *(Discussion Item)*
This item is to allow the Treasure Island Development Project Director to report on activities related to the transfer and development of former Naval Station Treasure Island
Estimated Length of Item: 10 minutes

c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (Discussion Item)
This item is to allow the Treasure Island/Yerba Buena Island Citizen Advisory Board to report on activity at recent meetings of the Citizen Advisory Board.
Estimated Length of Item: 5 Minutes

4. Communications Received by TIDA *(Discussion Item)*
Estimated Length of Item: 5 minutes

5. Ongoing Business by Board of Directors *(Discussion Item)*
Estimated Length of Item: 5 Minutes

6. CONSENT AGENDA
Estimated Length of Item: 5 minutes *(Action Items)*

All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

a. Approving the Minutes of the April 10, 2013 On-Island Special Meeting

b. Resolution Authorizing the Fifth Amendment to the Treasure Island Fire Fighting Training Center Master Lease between the Authority and the United States Navy to Extend the Term

c. Resolution Authorizing the Twenty Ninth Amendment to the Treasure Island South Waterfront Master Lease between the Authority and the United States Navy to Extend the Term

d. Resolution Authorizing the Seventeenth Amendment to the Treasure Island Marina Master Lease between the Authority and the United States Navy to Extend the Term

e. Resolution Authorizing the Thirty Eighth Amendment to the Treasure Island Land and Structures Master Lease between the Authority and the Navy to Extend the Term and to Add Additional Land to the Leased Premises

f. Resolution Authorizing the Twenty Fifth Amendment to the Treasure Island Event Venues Master Lease between the Authority and the United States Navy to Extend the Term

g. Resolution Authorizing the Ninth Amendment to the Treasure Island Childcare Center Master Lease between the Authority and the Navy to Extend the Term

h. Resolution Approving and Authorizing an Extension of the Cooperative Agreement with the United States Navy from October 1, 2013 to September 30, 2014

i. Resolution Authorizing the Treasure Island Development Project Director ("Project Director") to Enter into Negotiations for a Professional Services Contract between the Treasure Island Development Authority ("Authority") and Treadwell & Rollo, A Langan Company ("Treadwell & Rollo") for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project

7. Discussion of Future Agenda Items by Directors *(Discussion Item)*
Estimated Length of Item: 5 Minutes

8. POSSIBLE CLOSED SESSION TO CONFER WITH REAL PROPERTY NEGOTIATORS
If approved by the Authority Board, this closed session will take place for approximately 30 minutes at the end of the meeting

a. Public comment on all matters pertaining to closed session.

b. Vote on whether to hold closed session to confer with real property negotiators(Action item)

1.) CONFERENCE WITH REAL PROPERTY NEGOTIATORS-pursuant to Government Code Section 54956.8, and Administrative Code Section 67.8(a)(2) and 67.12(b)(1).

Persons negotiating for the Authority: Michael Tymoff
Persons negotiating with the Authority: United States Navy, Treasure Island Community Development LLC, Treasure Island Homeless Development Initiative
Property: Former Naval Station Treasure Island
Under Negotiation:
Price: _____ Terms of payment:_____ Both: X

c. Reconvene in open session (Action item)

1.) Possible report on action taken in closed session under Agenda Item 8 (Government Code Section 54957.1(a) (1) and San Francisco Administrative Code Section 67.12(a) and 67.12(b)(1)).

2.) Vote to elect whether to disclose any or all discussions held in closed session (San Francisco Administrative Code Section 67.12(a)).

9. Adjourn

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2nd Floor, One Ave. of Palms, San Francisco, CA 94130 during normal office hours.

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(Chapter 67 of the San Francisco Administrative Code)
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Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, http://www.sfgov.org

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

TO: Mayor Edwin M. Lee

CC: Steve Kawa, Chief of Staff
Naomi Kelly, City Administrator
Linda Yeung, Deputy City Administrator

FROM: Mirian Saez, Director of Island Operations

RE: Treasure Island Informational Update

DATE: May 3, 2013

Emergency Planning and Community Resiliency

The San Francisco Fire Department Neighborhood Emergency Response Team (NERT) program held a **Community Preparedness Workshop and SF NERT Orientation on Treasure Island on March 27th**. This class taught members of the community basic preparedness knowledge including how to remain safe during an earthquake or fire, the importance of creating family plans, and the importance of individual and community preparedness during times of disaster or crisis. **An on-Island NERT training course begins May 14th**, providing members of the Island community an opportunity to become NERT certified, or for those with expired certification to re-certify, and to bolster the existing Treasure Island/Yerba Buena Island community NERT team. The trainings will culminate with a graduation ceremony and community BBQ celebration on Saturday June 8th.

TIDA will participate in **San Francisco's 2013 Golden Guardian** activities through representation at the Emergency Operations Center (EOC) Activation Exercise on May 15th, assuring the Islands will be contemplated in the exercises' larger Citywide care-and-shelter objectives. During the exercise, Director of Island Operations Mirian Saez will be present at the EOC fielding simulated reports from Treasure and Yerba Buena Islands of displaced residents, critical facility damage and status of City employees and City equipment isolated on-Island.

Recreation Destination

Treasure Island's focus as a "Recreation Destination" continues with TIDA's **recent on-Island bicycle infrastructure improvements**. Since the beginning of 2013, TIDA has installed **new bicycle racks at the Island Cove Market, Treasure Island Gymnasium, Treasure Island Bar and Grill,** with additional rack installations planned for the Oasis Restaurant and at The Great Lawn. SFDPW recently refreshed bicycle lanes along 9th Street between Avenue of Palms and Avenue D. Over the summer, **TIDA plans to add**

new bicycle lanes throughout the Island to connect the Island's existing bicycle lane system into the Treasure Island residential neighborhood. Additionally, new commercial tenant Tammy Powers has opened **"A Tran's Bay Bike Shop"** at the Administration Building, offering bicycle sales, rentals, and repairs for the Island community and visitors alike.

Quality of Life

In response to community concerns over vehicle speeds and pedestrian safety on-Island, TIDA has begun **a series of traffic-calming measures throughout Treasure Island**. Measures already completed include: the installation of **"speed cushions"** on Avenue of Palms, 9th Street near the Child Development Center, and 13th Street near the Boys and Girls Club clubhouse; **re-striping of traffic lanes** on 9th Street to reduce the street from two lanes to one lane; and installation of additional pedestrian and speed limit signage throughout the Island. Additional measures to be completed in the coming months include re-striping of traffic and bicycle lanes on the Treasure Island Causeway and Avenue of Palms, **installation of in-street pedestrian safety signage throughout the Treasure Island residential area**, and continued as-needed re-striping of crosswalks and traffic lanes Island-wide.

New Leases (In support of small business growth and jobs)

- **William Palank Photography** - Building 1 – Photography studio.
- **Revolution Sports Performance** – Tennis Courts at Building 140 – Fitness and health programs.
- **Fredrick and Ashbury LLC** – Yerba Buena Island Quarters 62 – Feature film production office space.
- **Fredrick and Ashbury LLC –** Building 1 – Feature film production storage space.
- **Seateq International** – Building 1 – Office space.
- **Tri Valley Excavating** – Building 1 – Office space.
- **Precita Eyes Muralist Association –** Building 1 – Storage space.

Upcoming Special Events

- **Treasure Island Flea** – The Great Lawn – last full weekend of every month
- **Bay Bridge Opening Celebration events** – August 31 – September 1, 2013
- **S.F. International Dragon Boat Festival** – September 14-15, 2013
- **Oracle OpenWorld CAE** – September 25, 2013
- **Treasure Island Music Festival** – October 19-20, 2013

THE JOHN STEWART COMPANY

APR 8 2013
MS, AS, RC

MEMORANDUM

To: Mirian Saez, Director of Operations
Treasure Island Development Authority
City of San Francisco
410 Palm Avenue
Building 1, 2nd Floor
San Francisco, CA 94130

Date: April 4, 2013
RE: Base Rent Adjustment for the April 2013 to March 2014 period

Per the Sublease, Development, Marketing and Property Management Agreement between the Treasure Island Development Authority and the John Stewart Company, the Base Rent for the Sublease must be adjusted using a "CPI Adjustment" (Section 15.2). The agreement specifies that the adjustment will use the CPI for Urban and Wage Earners and Clerical Workers published most immediately preceding the Adjustment Date and compare this to the Index published most immediately preceding the prior Lease Year.

The CPI for the San Francisco-Oakland-San Jose area is attached (from the United State Department of Labor, Bureau of Labor Statistics).

Based on the underlying sublease agreement language, the underlying $500,000 base rent is inflated by CPI increase between 2012 and 2013. Base rent for the 2012-13 periods has been 605,700. The Base Rent for 2013-14 is therefore adjusted as follows:

Year over year adjustment from 2012 to 2013 is 240.262/234.648 = 1.023925 (see attached)

The new Base Rent adjustment for the upcoming period is:

(605,700.00) X (1.023925) = 620,191.00 (or 51,682.59 monthly)

The adjusted Base Rent payments as prescribed under the sublease will thus be adjusted to $51,682.59 monthly for the April 2013 to March 2014 period.

Sincerely,

Jeffrey Kohler

Attachments

Cc: John Stewart, JSCo
Connie Le, JSCo
Lynny Lee, JSCo
Dan Stone, JSCo
Loren Sanborn, JSCo
Paula Schlunegger, JSCo
Jack Gardner, JSCo

Databases, Tables & Calculators by Subject

Change Output Options: From: 2003 To: 2013

Include graphs

Data extracted on: April 3, 2013 (4:53:49 PM)

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CWURA422SA0,CWUSA422SA0
Not Seasonally Adjusted
Area: San Francisco-Oakland-San Jose, CA
Item: All items
Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2003		193.7		193.6		192.2		192.3		191.9		191.1	192.4	192.9	191.9
2004		194.1		194.7		195.4		195.0		196.4		195.9	195.0	194.4	195.7
2005		197.3		199.3		197.5		199.5		202.6		199.3	199.1	197.9	200.3
2006		202.5		204.9		205.2		206.7		206.2		205.6	204.9	203.7	206.1
2007		208.803		211.189		211.422		211.620		213.133		214.204	211.370	209.986	212.754
2008		214.913		217.913		221.454		221.385		221.192		213.685	218.441	217.487	219.396
2009		216.797		218.587		220.996		221.279		221.708		220.121	219.645	218.182	221.109
2010		222.049		223.821		224.185		224.195		224.352		224.152	223.624	223.012	224.236
2011		226.638		231.600		230.605		231.445		232.371		231.109	230.337	229.074	231.600
2012		234.648		236.626		236.890		238.445		240.864		236.454	237.097	235.572	238.622
2013		240.262													

THE JOHN STEWART COMPANY

APR 24 2013
MS, AS, AC

MEMORANDUM

To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital
John Stewart, JSCo
Paula Schlunegger, JSCo
Jack Gardner, JSCo
Loren Sanborn, JSCo
Lynny Lee, JSCo
Dan Stone, JSCo
Connie Le, JSCo

From: Jeffrey Kohler

Date: April 19, 2013

Subject: Percentage Rent for Treasure Island Housing Project Sublease for March 2013

Enclosed is our payment of Percentage Rent in the amount of $306,199 for the March period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses reflect a suspension of reserve funding as outlined in the sublease requirements but continue to include accrued funds to pay Possessory Interest charges of the property. In addition, the amount disbursed has been reduced by $9,378, recouping 1/36th of prior year audit adjustments outlined in the 2010 Audit (with an additional $13.32 deduction in final repayment month).

Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of March 2013, actual Total Revenues were about 3.35% below budgeted Total Revenues. Total expenses for March 2013 were approx 5.17% above budgeted for the month, primarily due to increased security services for 24/7 patrol services (approx. $36,000). The result was that Funds Available for March 2013 Distribution were $332,186, or about 16.03% below budgeted amounts.

Calculation of Percentage Rent

Based on operations, a total of $332,186 in adjusted Gross Revenues after costs of operations are available for distribution for the March 2013 period. These revenues are distributed as follows:

March 2013 Distributions	Mar 2013 Actual	Mar 2013 Budgeted
Available for Distribution	$332,186	$395,585
Percentage rent for TIDA	$315,577	$375,806
Repay Prior overpayment #9 (1/36TH total per period)	-9,378	
Net Disbursed as percentage rent to TIDA	$306,199	$375,806
Percentage rent for JSCo	$16,609	$19,779

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

ESTIMATE OF REV ES AND OPERATING
EXPENSES FROM O RATIONS
March 2013 Operations for Treasure Island Project

DRAW	Draw 158	Draw 159	Draw 160	Draw 161	Draw 162	Draw 163	Draw 164	Draw 165	Draw 166	Draw 167	Draw 168	Draw 169	Draw 170
Units ready for occupancy at Beginning of month	578	578	578	578	578	578	578	578	578	578	578	578	578
Units Leased and Occupied during month													
Aggregate Units Leased and Occupied during month	396	410	418	420	415	422	426	432	434	440	439	444	448
Average Unit Rent													
	2012	2012	2012	2012	2012	2012	2012	2012	2012	2012	2013	2013	2013
	March	April	May	June	July	August	September	October	November	December	January	February	March
REVENUE FROM OPERATIONS													
Estimate of Gross Revenue	1,117,533	1,117,254	1,115,512	1,115,083	1,115,350	1,117,052	1,118,725	1,129,837	1,125,747	1,126,339	1,128,175	1,129,283	1,127,138
Adjustment for Move-in Timing	(290,720)	(259,178)	(248,110)	(239,408)	(241,199)	(239,460)	(218,110)	(219,114)	(203,895)	(192,690)	(189,402)	(187,292)	(179,379)
Financial Income	152	156	169	166	165	165	162	175	167	183	186	194	191
Credit Check Revenue	-												
Other Revenue	7,945	9,461	2,335	4,778	5,961	6,459	3,857	3,804	5,563	2,232	2,202	3,276	2,808
Gross Revenue Collected	834,910	867,692	869,906	880,620	880,277	884,216	904,634	914,702	927,582	936,064	941,162	945,461	950,758
EXPENSES FROM OPERATIONS													
6300 ADMINISTRATIVE EXPENSES													
6210 Advertising/Marketing	290		1,205	290			4,250	-	21,618	-	500	-	2,500
6250 Credit Reports	1,936	792	1,172	423	1,060	1,555	1,205	1,062	683	511	667	1,321	(36)
6267 Model Unit/Office TI													
6310 Office Salaries	21,402	20,180	13,008	15,426	16,342	16,287	16,888	19,788	15,305	19,673	18,538	21,079	22,037
6311 Office Supplies	6,046	5,026	2,201	3,323	4,196	3,026	3,511	5,628	3,478	4,404	4,525	5,220	3,572
6315 Furniture Lease													
6320 Management Fee	27,981	24,678	25,618	28,112	24,233	25,929	28,530	24,739	27,187	27,702	27,962	27,816	28,850
6326 Temporary Services													
6330 Manager/Supervisor	6,615	6,202	6,409	6,202	6,409	6,409	6,202	7,577	5,895	9,635	6,814	6,154	6,813
6331 Staff Units	2,814	2,814	2,814	2,814	2,867	2,867	2,867	2,867	2,867	2,867	2,867	2,867	2,867
6340 Legal Expenses	9,258	5,912	3,631	6,140	(362)	1,749	5,604	7,512	2,457	2,247	1,862	582	3,824
6350 Audit Fee/Bookkeeping	11,062	-	938	-	-	-	-	-	-	-	1,710	-	10,016
6360 Telephone	1,828	1,919	1,581	2,045	1,198	1,576	1,663	1,833	1,206	2,157	1,655	1,888	1,667
6370 Collection Loss	-	2,921	-	-	23,336	7,785	-		-	26,828	-	2,898	-
6390 Miscellaneous Administrative	-	1,453	1,917	6,344	38	233	-	767	-	9,514	-	47	1,279
6385 Mileage/Travel	305	327	271	209	-		573	384	300	272	275	422	386
6386 Vehicle Lease & Insurance													
6392 Seminars/Training	2,150							24	-	-	-	-	2,368
6396 Computer Charges	2,490	1,301	815	195	199	387	195	277	195	195	800	215	195
6398 Remediation Expense			4,591		1,015			2,303	2,192	-	-	-	-
Subtotal: Administrative Expenses	94,176	73,524	66,170	71,523	80,531	67,803	71,487	74,759	83,383	106,004	68,175	70,508	86,337
UTILITIES													
6450 Subtotal: Utilities	119,622	122,307	125,589	126,483	130,301	132,162	134,644	135,575	136,195	137,747	136,816	138,057	139,298
6589 Navy CAM Charge	28,242	28,242	28,242	28,242	28,242	28,242	28,242	28,242	28,242	28,242	28,242	28,242	28,242
6500 OPERATING AND MAINTENANCE													
6510 Janitorial Payroll													
6515 Janitorial Supplies	855	467	-	526	670	1,794	391	-	2,374	428	582	-	450
6517 Contract Cleaning	400	380	1,350	740	1,730	2,020	1,370	1,295	500	1,310	1,080	410	2,060
6519& Pest -Supp& Contract & Bed Bugs	2,330	1,675	1,780	2,345	2,995	1,650	3,985	1,600	1,820	3,500	1,700	1,275	1,450
6521 Operation/Maintenance Rent Free Unit	1,834	1,834	1,834	1,834	1,834	1,834	1,834	1,834	1,834	1,834	1,869	1,869	1,869
6525 Rubbish Removal	18,231	17,098	18,885	18,502	18,612	22,236	18,944	20,246	16,526	18,311	17,189	15,336	18,936
6530 Security Contract	10,330	9,001	20,580	8,433	8,926	15,543	7,669	9,489	56,369	29,675	49,280	60,355	54,982
6532 Security Supplies	-	5,606	-	554	3,513	5,750	988	1,663	-	75	-	5,684	101
6533 Fire Alarm Expenses	300	-	6,492	2,447	267	410	-		-	997	405	148	-
6520 Maintenance Contracts													
6534 Tree Maintenance													
6536 Grounds Supplies													
6537 Grounds Contract	37,051	39,971	38,614	37,537	53,177	38,163	41,684	41,152	38,163	40,624	40,625	38,163	39,863
6539 YBI Maintenance Payroll													
6510 Maintenance Payroll	18,992	17,948	18,139	18,407	20,537	19,781	20,065	23,536	17,468	23,056	19,103	18,935	21,852
6541 Repairs Material	23,974	20,206	17,101	20,205	37,440	22,931	19,269	17,944	12,779	30,381	21,829	17,224	31,135

ESTIMATE OF NET [illegible] AND OPERATING
EXPENSES FROM [illegible] ONS
March 2013 Operations for Treasure Island Project

DRAW	Draw 158	Draw 159	Draw 160	Draw 161	Draw 162	Draw 163	Draw 164	Draw 165	Draw 166	Draw 167	Draw 168	Draw 169	Draw 170
Units ready for occupancy at Beginning of month	578	578	578	578	578	578	578	578	578	578	578	578	578
Units Leased and Occupied during month	396	410	418	420	415	422	426	432	434	440	439	444	448
Aggregate Units Leased and Occupied during month													
Average Unit Rent													
	2012	2012	2012	2012	2012	2012	2012	2012	2012	2012	2013	2013	2013
	March	April	May	June	July	August	September	October	November	December	January	February	March
6542 Repairs Contract	1,750	1,980	4,950	1,506	1,040	7,120	4,445	4,368	1,595	5,180	4,821	310	4,720
6543 Plumbing Maintenance	900	17,366	3,863	2,967	3,028	954	1,222		4,906	(4,906)	-	-	3,961
6544 Electric Maintenance			2,500	1,643	-				84	1,609	-	-	-
6545 Elevator Maintenance													
6546 Heating and Cooling			350		-	9,322	1,800	3,050	(2,500)	4,412	-	-	16,357
6548 Payroll Environmental									-	-	-	-	-
6553 Appliance Repairs									-	-	-	-	-
6560&6561 Painting and Decorating Supply & Contracts	325	6,720	84	10,602	15,575	13,475	1,329	2,403	831	24,298	1,307	3,413	114
6570 Vehicle Lease	756	984	2,508	790	714	1,031	2,217	1,016	806	10,080	588	1,655	675
6572 Maint and Equipment Repair													
6590 Misc. Oper and Maintenance				40,936				1,050	-	2,900	3,743	-	4,300
6573 Uniform/Laundry Service	325	212		90	-		202	642	-	-	150	890	50
6574 Repairs contract Other	12,359	3,900	5,607	18,418	10,996	14,994	15,282	217	4,883	2,420	541	2,648	1,257
6596 Fire Damage Costs													
7230 Interior Replacement (eligible for RR Draw)	35,545	48,505	38,875	25,947	52,348	106,024	46,363	28,147	64,622	136,783	41,223	91,435	29,185
7220 Appliance Replacement (eligible for RR Draw)	12,843	13,475	3,623	11,828	1,820	17,686	13,709	3,868	1,509	18,708	4,804	12,157	-
7240 Exterior Replacement (eligible for RR Draw)	3,570	33,170	7,820	29,115	32,876	16,956	59,513	16,770	2,795	-	12,800	60,820	34,165
Subtotal: Operating and Maintenance	182,670	240,497	194,954	255,371	268,099	319,674	262,301	180,310	227,363	351,675	223,640	332,727	267,482
	158,953	173,589	172,878	216,724	209,297	207,250	170,959	159,767					
6711 Payroll Taxes	4,008	4,172	3,430	3,666	5,923	3,851	2,312	4,601	3,641	6,255	6,426	5,884	4,103
6790 Misc Licenses/Permits									-	-	-	-	-
6720 Property Insurance (Inc.Insurance Claims and YTD ad	13,200	13,200	13,200	13,200	13,159	13,138	13,139	13,805	13,638	13,722	13,722	13,722	13,722
6721 Fidelity Bond			2,205	-	-				-	-	-	-	-
6722 Workers Compensation	4,091	4,710	3,375	3,541	3,821	3,718	3,723	4,369	3,433	4,167	3,933	3,974	4,855
6723 Emp Health and Life Insurance (excludes 401(k	5,932	5,815	5,336	5,336	5,336	6,766	5,610	5,610	6,014	6,291	6,607	6,609	6,608
6723-010 401(K) Matching Contriution estimate	(613)	460	460	460	460	459	460	460	460	460	460	1,419	528
6710 Possessory Interest Tax	6,157	6,157	6,157	6,157	6,322	6,322	6,322	6,322	6,322	6,322	6,322	6,322	6,322
7140 Base Rent Payment	48,752	50,475	50,475	50,475	50,475	50,475	50,475	50,475	50,475	50,475	50,475	50,475	50,475
Subtotal: Taxes/Insurance	81,587	84,988	84,638	82,836	85,496	84,730	82,041	85,642	83,983	87,692	87,945	88,404	86,613
	32,835	34,513	34,163	32,361	35,021	34,255	31,566						
6900 SERVICE EXPENSES									-	-	-	-	-
6991 Recreation Salaries	47	-	-	-	-	-	-	6,128	-	77	-	38	-
6992 Recreation Supplies													
Subtotal: Services	47	-	-	-	-	-	-	6,128	-	77	-	38	-
Subtotal: Corporate Expenses													
TOTAL OPERATING EXPENSES	506,344	549,558	499,593	564,455	592,669	632,611	578,716	510,657	559,166	711,437	544,818	657,975	607,973
Less Reserves	63,680	10,600	10,600	10,600	10,600	10,600	10,600	10,600	10,600	10,600	10,600	10,600	10,600
Marketing Expenses													
TOTAL EXPENSES	570,024	560,158	510,193	575,055	603,269	643,211	589,316	521,257	569,766	722,037	555,418	668,575	618,573
Total Expenses Net of Environmental	570,024	560,158	510,193	575,055	603,269	643,211	589,316	521,257	569,766	722,037	555,418	668,575	618,573
TOTAL ENVIRONMENTAL EXPENSES	-	-	-	-	-	-	-	-	-	-	-	-	-

ESTIMATE OF RE[illegible]ES AND OPERATING
EXPENSES FROM [illegible]RATIONS
March 2013 Operations for Treasure Island Project

DRAW	Draw 158	Draw 159	Draw 160	Draw 161	Draw 162	Draw 163	Draw 164	Draw 165	Draw 166	Draw 167	Draw 168	Draw 169	Draw 170
Units ready for occupancy at Beginning of month	578	578	578	578	578	578	578	578	578	578	578	578	578
Units Leased and Occupied during month													
Aggregate Units Leased and Occupied during month	396	410	418	420	415	422	426	432	434	440	439	444	448
Average Unit Rent													
	2012	2012	2012	2012	2012	2012	2012	2012	2012	2012	2013	2013	2013
	March	April	May	June	July	August	September	October	November	December	January	February	March
DISBURSEMENT OF REVENUES (Per Sublease Agreement)	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Adjusted Gross Revenue	834,910	867,692	869,906	880,620	880,277	884,216	904,634	914,702	927,582	936,064	941,162	945,461	950,758
Less Base Rent	(48,752)	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)
Less Operating Expenses	(401,369)	(446,164)	(395,258)	(457,626)	(489,719)	(527,965)	(471,469)	(407,201)	(453,263)	(605,017)	(438,139)	(551,442)	(500,406)
Less CAM Charge	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)
Less Replacement Reserve Funding	(63,680)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)
Management Fee	(27,981)	(24,678)	(25,618)	(28,112)	(24,233)	(25,929)	(28,530)	(24,739)	(27,187)	(27,702)	(27,962)	(27,816)	(28,850)
Less Marketing Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Addback int security deposits													
Total Operating Expenses	(570,024)	(560,158)	(510,193)	(575,055)	(603,269)	(643,211)	(589,316)	(521,257)	(569,766)	(722,036)	(555,418)	(668,575)	(618,572)
Revenues Net of Operating Expenses	264,886	307,534	359,713	305,564	277,008	241,005	315,318	393,445	357,815	214,028	385,744	276,886	332,186
Revenues Remaining for Distribution in Percentage Rent	264,886	307,534	359,713	305,564	277,008	241,006	315,319	393,445	357,815	214,028	385,744	276,886	332,186
TIDA Share of Revenues (Percentage Rent)	(251,642)	(292,157)	(341,727)	(290,286)	(263,158)	(228,956)	(299,553)	(373,773)	(339,924)	(203,327)	(366,457)	(263,042)	(315,577)
JSCo Share of Revenues (Percentage Rent)	(13,244)	(15,377)	(17,986)	(15,278)	(13,850)	(12,050)	(15,766)	(19,672)	(17,891)	(10,701)	(19,287)	(13,844)	(16,609)
Total Percentage Rent Disbursed	(264,886)	(307,534)	(359,713)	(305,564)	(277,008)	(241,006)	(315,319)	(393,445)	(357,815)	(214,028)	(385,744)	(276,886)	(332,186)
Ending Balance Gross Revenues	(0)	(0)	0	0	0	0	(0)	(0)	0	0	(0)	0	(0)

THE JOHN STEWART COMPANY

APR 26 2013
MS/AB, FILE

TREASURE ISLAND

Monthly Maintenance Common Area Charges 2013

6589—MAINTENANCE-COMMON AREA CHARGES: The figure of an average $28,300 per month/$339,608 per year is included. Common Service charges are referenced in Section 3.1.2. and 3.1.3 of Exhibit 1 as part of the Exhibits to the Sublease Agreement. Common Service Charges are composed of two parts: a charge for the land ($6,886.96 per month) and a charge for the structures ($23,317.54) The Common Area charge for the structures is a function of each apartment's square footage. While Common service Charges per annum have been historically fixed at $30,204.50 per month/ $362.454.00 per year based upon a portfolio of 632 units, this expense was reduced in July 2007 by ***$1,962.38 per month to $28,242.10 per month***/$338,905.20 per year with the return of the 54 "borrowed" units to Treasure Island Homeless Development Initiative. The Common Area Charges are now based upon a portfolio of 578 units.

PAID
APR 08 2013
BY: .....

APR

1388 Sutter Street • 11th Floor • San Francisco, CA 94109 • Tel (415) 345-4400 • Fax (415) 614-9175 • www.jsco.net
San Francisco • Sacramento • South Bay • Los Angeles • San Diego

CITY & COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

April 26, 2013

Mr. Jeffrey Kohler, Regional Vice President
The John Stewart Company
1388 Sutter Street, 11th Floor
San Francisco, CA 94102

Re: Sublease, Development, Marketing and Property Management Agreement between the Treasure Island Development Authority (the "Authority") and The John Stewart Company, as Subtenant and Manager ("JSCo"), dated as of March 17, 1999, as amended (the "Sublease")

Dear Mr. Kohler,

As you know, the Authority has not taken action to adjust the Approved Rates, as defined in Section 7.4 of the Sublease, in some time. The Authority Board has permitted annual rent increases on existing Residential Tenants consistent with rent increases permitted by the San Francisco Rent Board under the San Francisco Rent Ordinance.

It is our understanding that JSCo has limited increases in rent amounts on vacancy to 10% based on the language of Section 7.4. The Office of the City Attorney has advised that JSCo may apply the annual increases permitted under the San Francisco Rent Ordinance to rent amounts upon vacancy. This shall allow rental rates for new vacancies to remain consistent with current rents for presently occupied units.

By writing this letter, we confirm that the permitted annual increases under the Rent Ordinance, that the Authority Board authorized for existing Residential Tenants, automatically adjusts the Approved Rates. Accordingly, upon vacancies, JSCo may impose rent on a unit equal to the amount that was charged to the previous Residential Tenant of that unit at the time of vacancy or, if higher, the rate then being charged to Residential Tenants of comparable units. Under Section 7.4, you have the additional authority to increase or

decrease the rent for a unit by up to ten percent (10%) with the written approval of the Authority Director.

Nothing in this letter impacts or affects the rents payable by existing Residential Tenants. Please do not hesitate to call me if you have any questions.
Thank you for your attention to this matter.

Sincerely,

Mirian Saëz
Director of Island Operations

Cc: File

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Mirian Saez, Director of Island Operations

From: Peter Summerville, Project Office Staff

Date: May 3, 2013

Re: Law Enforcement Training

This memo serves to follow-up on the request for information about law enforcement training exercises on Treasure and Yerba Buena Islands (TI/YBI) made by Director Dunlop at the April 10, 2013 Authority Board. From time to time the San Francisco Police Department (SFPD), regional and national law enforcement agencies request to use unoccupied facilities on TI/YBI for tactical training purposes.

During on-Island trainings, visual aides such as signage, caution tape and traffic cones are required to alert the general public to the training-only nature of the facility use. Advisories are issued to residents and commercial tenants when exercises utilize unoccupied buildings within the Treasure Island residential area or adjacent to occupied commercial buildings. All on-Island exercises are prohibited from blocking access to occupied facilities or pre-designated parking areas at any time. Training exercises use of facilities are disclosed on the monthly Fee Waivers and Reductions Memo provided to the Authority Board.

Residential Advisory.

Attachment

Residential Advisory Notice

TREASURE ISLAND DEVELOPMENT AUTHORITY

On Thursday March 28, 2013 please expect a portion of Bayside Drive between 1211 and 1213 Bayside Dr to be closed to vehicle through traffic in support of law enforcement training activity in vacant units at 1211 and 1213 Bayside Drive.

Please note this closure will not affect vehicle access to Bayside Drive from either end of Gateview Ave, and it will not affect resident access to their units or to designated parking spots.

Thank you for your cooperation. Should you encounter any difficulties accessing your unit or designated parking spot on March 28th, please alert your housing provider immediately.

TREASURE ISLAND DEVELOPMENT AUTHORITY

Administration Building
One Avenue of the Palms, Suite 241
San Francisco, CA 94130

Phone: 415-274-0660
Fax: 415-274-0299
E-mail: TIDA@sfgov.org

If you wish to receive notices and community information electronically, please e-mail jack.nathanson@sfgov.org.

Mirian Saez,
Director of Island Operations

CITY & COUNTY OF SAN FRANCISCO
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BLDG. ONE, 2ND FLOOR, TREASURE ISLAND
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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Treasure Island Development Authority Board of Directors

From: Mirian Saez, Director of Island Operations

Date: May 3, 2013

Re: Use Permit and Film Permit Waivers

The following waivers and reductions were granted for the month of April 2013:

Fee Waivers:

- San Francisco Police Department, Training, April 9-12, 2013; April 24, 2013
- Treasure Island Development Authority (TIDA), Board Meeting, April 10, 2013

Treasure Island Development Authority
Subleases and Permits Executed
Pursuant To Leasing Policy
As of May 8, 2013

Location / Facility	Agreement Number	Leasehold Status (new / expired)	Company Name / Prospective Subtenant	Commencement Date/Event Date	Leasehold Type	Sq. Ft.	Annual Rent/ Permit Fee
Building One Basement 135 SF	669	New	Precita Eyes Muralists Association Inc.	3/25/2013	Storage	135	$1,212.00
8th between I and M	P-676	New	Sorcher Films	4/4/2013	Filming	N/A	1000
Q- 62	677	New	Frederick & Ashbury LLC	4/15/13 to 7/31/13	Office	PA 3,700 SF PB 9,850 SF PC 2,500 SF	$14,000 (3.5 months)
GL	P-670	New	TI Flea	4/26/2013	Flea Market	N/A	$3,200
Building One, Suites, 10A, 10B, 16A, 15C- B-1	678	New	Frederick & Ashbury LLC	5/1/13 to 7/31/13	Office / Storage	PA 135 SF PB 145 SF PC 245 SF PD 210 SF	$1,650.00 (3 months)
GL	P-673	New	Pacific Sound/Sunset Music	6/9/2013	Festival	N/A	$4,000.00

April 2013 Treasure Island Crime Statistics
Provided by Officer A. Garrett #1213
on behalf of Captain Redmond, Southern Station

Occ. Date	Case #	Location	Incident Type	Comments
4/2/2013	130269011	1237 Northpoint	Susp. Vehicle	Vehicle towed for having the wrong plates .
4/3/2013	130272876	1433 Halibut	Fraud	Fraud to bank acct.Unauthorized charges. Internet Case.
4/3/2013	130271599	2 Ave Palms	Traffic stop	Suspended DL arrest
4/4/2013	130276373	1217 # D Mariner Drive	Burglary	Forced Siliding glass Door to gain entry
4/5/2013	130277296	Transbay Terminal	Threats	Occurred in SF. Reported when V got home.
4/9/2013	130290771	401 CA Ave	Theft	Stole tip jar. Known Susepct. DA ref. to issue warrant.
4/15/2013	130308904	1109 Keppler Ct	Vandalism	Susp broke windows w/shovel.
4/16/2013	130311872	1 Aveof the Palms	Theft, from vehicle	laptop left in car and taken
4/17/2013	130314036	1237 Northpoint #D	Burglary	Open Window/ 3 Laptops and a camera.
4/17/2013	130315335	Hutchins/13th	Susp. Occurrence	Res. called re. Possible Burg. Suspects. *No Crime*
4/19/2013	130325908	265 Ave B	Susp. Occurrence	V. left door unlocked and ajar. Nothing Missing.
4/19/2013	130322415	Turk/Taylor	Battery	V/T.I. resident. Occurred in SF, V called from T.I.
4/19/2013	130319105	1303 Gateview	Theft	V believed ex-roomates stole her laptop.
4/21/2013	130325027	625 13th	Petty Theft	V let friend borrow bike. Friend never returned.
4/21/2013	130326699	751 13th	Petty Theft	V left jacket on outdoor railing and it was stolen.
4/22/2013	130328742	303 Nimitz	Stolen Veh	97 Toy Cam MI CR49Z, 4 door green
4/23/2013	130335214	1405 Sturgeon	Agg Assault	Family Fight
4/23/2013	130334294	1220 Ave M	Hit/Run Accident	Fence damaged/Veh. Located and towed
4/24/2013	130333832	1250 Exposition	Burglary	Unk. Entry point. Stole Electronics and Car Keys/Car.
4/24/2013	130336610	401 CA Ave	Petty Theft	Known S related to 130290771/DA ref. to issue warrant
4/25/2013	130339238	1303 Gateview	Battery	S know each other.Refused to sign citizens arrest
4/25/2013	130340241	1139 Ozbourn Ct	Susp. Occurrence	V thinks neighbor is shooting a bb gun at his dog&fence
4/25/2013	130340649	1303 Gateview	Susp. Occurrence	Clothes damaged by bleach, believes its roomates
4/27/2013	130343994	1116 Hutchins	Stolen Veh	Stolen from TI, Recovered in San Francisco
4/28/2013	130347275	1420 Striped Bass	Inv Arrest	Bayview investigation/Related to Aggravated Assault
				on an officer. Two (2) arrests made.
	Total Burglaries	3		
	V=Victim			
	S= Suspect			
25 Total				

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

EVENTS, ACTIVITIES, FILMING & TRAINING
Week of April 8, 2013– April 14, 2013

SATURDAY April 6, 2013
- Avenue N at 13th- Academy of Arts University- Student Film Production- 8:00AM-7:00PM

SUNDAY April 7, 2013
No Scheduled Events

MONDAY April 8, 2013
- Building 1 mezzanine-Indigo Films-Filming- 10:00AM-8:00PM
- Avenues E and H at 9th Street- Indigo Films-Filming- 10:00AM-8:00PM
- 1437 Chinook- Indigo Films-Filming- 8:00AM-8:00PM

TUESDAY April 9, 2013
- Avenues H and M between 5th and 13th- SFPD- Training- 10:00AM-5:00PM
- Unoccupied Bayside and North Point Residential Units - SFPD-Training- 10:00AM-5:00PM

WEDNESDAY April 10, 2013
- YBI Quarters 3-7- SFPD- Training – 8:00AM-5:00PM
- Avenues H and M between 5th and 13th- SFPD- Training- 7:00AM-5:00PM
- Unoccupied Bayside and North Point Residential Units - SFPD-Training- 7:00AM-5:00PM
- Casa De La Vista- Treasure Island Development Authority- Board Meeting- 4:30PM – 6:30PM

THURSDAY April 11, 2013
- YBI Quarters 3-5- Indigo Films- Filming – 12:00PM-12:00AM
- Avenues H and M between 5th and 13th- SFPD- Training- 7:00AM-5:00PM

- Unoccupied Bayside and North Point Residential Units - SFPD- Training- 7:00AM-5:00PM

FRIDAY – April 12, 2013

- Avenues H and M between 5th and 13th- SFPD- Training- 7:00AM-5:00PM
- Unoccupied Bayside and North Point Residential Units - SFPD- Training- 7:00AM-5:00PM
- Treasure Island Event Venue – Good Neighbors Event- 6:00PM-10:00PM

SATURDAY April 13, 2013

- Building 1 lobby- Treasure Island Museum Association- Lecture Series- 10:30AM
- Treasure Island Event Venue – Private Event- 8:00AM-12:00AM

SUNDAY April 14, 2013

- Winery SF- Private Event- 6:00PM-12:00AM
- Treasure Island Event Venue – Private Event- 8:00AM-12:00AM

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

EVENTS, ACTIVITIES, FILMING & TRAINING
Week of April 15, 2013– April 21, 2013

SATURDAY April 13, 2013
- Building 1 lobby- Treasure Island Museum Association- Lecture Series- 10:30AM
- Treasure Island Event Venue – Private Event- 8:00AM-12:00AM

SUNDAY April 14, 2013
- Winery SF- Private Event- 6:00PM-12:00AM
- Treasure Island Event Venue – Private Event- 8:00AM-12:00AM

MONDAY April 15, 2013
- YBI Mansions- Indigo Films-Filming- 7:00AM-5:00PM
- Building 530- Indigo Films-Filming- 7:00AM-5:00PM
- Avenue H at 9th Street- Indigo Films-Filming- 7:00AM-5:00PM
- Island Cove Market- Indigo Films-Filming- 7:00AM-5:00PM

TUESDAY April 16, 2013
- Casa De La Vista- NAVY RAB- 5:00PM-9:00PM

WEDNESDAY April 17, 2013
No Events scheduled

THURSDAY April 18, 2013
No Events scheduled

FRIDAY – April 19, 2013
No Events scheduled

SATURDAY April 20, 2013
- Treasure Island Event Venue – Public Event- 8:00AM-1:45AM
- Wine Valley Catering- Building 1- Private Event- 5:00PM-11:00PM

SUNDAY April 21, 2013
- Treasure Island Event Venue – Private Event- 8:00AM-9:00PM

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

EVENTS, ACTIVITIES, FILMING & TRAINING
Week of April 22, 2013– APRIL 28, 2013

SATURDAY April 20, 2013
- Treasure Island Event Venue – Public Event- 8:00PM-1:45AM
- Building 1- Wine Valley Catering- Private Event- 5:00PM-12:00AM

SUNDAY April 21, 2013
- Great Lawn- Treasure Island Flea- 10:00AM-5:00PM
- Treasure Island Event Venue – Private Event- 8:00AM-9:00PM

MONDAY April 22, 2013
- Treasure Island Event Venue – Private Event- 8:00AM-9:00PM
- Avenue N, Fire Training Academy- Expression College- Student Fim Production- 10:00AM-6:00PM
- Building 1 Basement/Garage – Indigo Films – 11 AM – 9:00 PM
- YBI Quarters 61A – Indigo Films – 11AM – 9:00 PM

TUESDAY April 23, 2013
- Treasure Island Event Venue – Private Event- 8:00AM-9:00PM
- Building 1 Garage – Indigo Films – 9:00 AM – 12 Noon

WEDNESDAY April 24, 2013
- Pavilion/Casa De la Vista- Wine Valley Catering- Private Event-
- Treasure Island Event Venue – Private Event- 8:00AM-9:00PM

THURSDAY April 25, 2013
- Treasure Island Event Venue – Private Event- 8:00AM-9:00PM

FRIDAY – April 26, 2013
- Treasure Island Event Venue – Private Event- 8:00AM-9:00PM

SATURDAY April 27, 2013

- Treasure Island Event Venue – Private Event- 8:00AM-5:00PM
- Treasure Island Event Venue – Private Event- 8:00PM-1:45AM
- Winery SF-Private Event- 5:00PM-12:00AM
- TI Chapel/Casa De La Vista- Wine Valley Catering- Private Event- 12:00PM-12:00AM
- Pavilion By The Bay- Wine Valley Catering- Private Event- 6:00PM-11:00PM
- Great Lawn- Treasure Island Flea- 7:00AM-5:00PM

SUNDAY April 28, 2013

- Pavilion By The Bay/Fogwatch Picnic Area – Wine Valley Catering Private Event- 5:00PM-10:00PM
- Great Lawn- Treasure Island Flea- 10:00AM-5:00PM

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

EVENTS, ACTIVITIES, FILMING & TRAINING
Week of April 29, 2013– May 5, 2013

SATURDAY April 27, 2013

- Treasure Island Event Venue – Private Event- 8:00AM-5:00PM
- Treasure Island Event Venue – Private Event- 8:00PM-1:45AM
- Winery SF-Private Event- 5:00PM-12:00AM
- TI Chapel/Casa De La Vista- Wine Valley Catering- Private Event- 12:00PM-12:00AM
- Pavilion By The Bay- Wine Valley Catering- Private Event- 6:00PM-11:00PM
- Great Lawn- Treasure Island Flea- 7:00AM-5:00PM
- Avenue H btwn 9th and 13th St; YBI Forest Road – Academy of Art student film production – 5:00PM – 11:00PM

SUNDAY April 28, 2013

- Pavilion By The Bay/Fogwatch Picnic Area – Wine Valley Catering Private Event- 5:00PM-10:00PM
- Great Lawn- Treasure Island Flea- 10:00AM-5:00PM

MONDAY April 29, 2013

- Administration Building basement, Aves B/C at 3rd St, Aves. H/M between 4th and 9th – Indigo Films film production – 7:30 AM – 7:30 PM

TUESDAY April 30, 2013

WEDNESDAY May 1, 2013

- Pavilion/Casa De la Vista- Wine Valley Catering- Private Event-

THURSDAY May 2, 2013

FRIDAY – May 3, 2013

SATURDAY May 4, 2013

- Treasure Island Event Venue – Private Event- 8:00AM-1:45AM
- Winery SF-Private Event- 5:00PM-12:00AM
- TI Chapel- Wine Valley Catering- Private Event- 1:00PM-4:00PM

SUNDAY May 5, 2013

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

EVENTS, ACTIVITIES, FILMING & TRAINING
Week of May 6, 2013– May 12, 2013

SATURDAY May 4, 2013
- Treasure Island Event Venue – Private Event- 8:00AM-1:45AM
- Winery SF-Private Event- 4:00PM-12:00AM
- TI Chapel- Wine Valley Catering- Private Event- 1:00PM-4:00PM

SUNDAY May 5, 2013
No Scheduled Events

MONDAY May 6, 2013
No Scheduled Events

TUESDAY May 7, 2013
No Scheduled Events

WEDNESDAY May 8, 2013
- Winery SF, Building 1 Back Parking Lot- Private Event- 7:00PM-11:00PM

THURSDAY May 9, 2013
- YBI Quarters 3 through 7- Department of Homeland Security-Training- 8:00AM-5:00PM

FRIDAY – May 10, 2013
- Treasure Island Event Venue – Public Event- 7:00PM-1:45AM
- YBI Quarters 3 through 7- Berkeley PD-Training- 8:00AM-5:00PM

SATURDAY May 11, 2013
No Scheduled Events

SUNDAY May 12, 2013
- Treasure Island Event Venue – Private Event- 6:00PM-12:00AM

TREASURE ISLAND VILLAGES

To: Michael Tymoff, Development Project Director, TIDA

From: Dan Stone, Property Manager, The Villages at Treasure Island

Date: Thursday, March 7, 2013

Subject: YBI to TI Transition Timeline

In anticipation of the TIDA Directors meeting, we have prepared the following data which details the YBI to TI Transition Timeline for your review.

Villages At Treasure Island
One Avenue of the Palms, Suite 168, San Francisco, California 94130
Voice (415) 834-0211 Fax (415) 834-0210

YBI to TI Transition Timeline

Action	Date	Description	Documents
Email	10/16/2012	Email to Cancel 10/18/2012 Meeting	1. Email
Meeting	10/18/2012	Initial YBI to TI Transition Community Meeting, CANCELED, due to insufficient notice	2. Agenda
Mailing	11/14/2012	Round One Mailed Packet: Cover Letter, Transitional Informational Brochure, Rainbow, Available Units Map, Selection List	3. Packet
Meeting	11/28/2012	YBI Community Meeting , with Nicolas D.	4.Agenda
Other	12/01/2012 to 12/9/2012	Open Houses	N/A
Email	12/17/2012	Email to extend deadline to submit unit selection list due to recalculation of sqft	5.Email
Mailing	1/25/2013	Revised Round One Mailed Packet: Cover Letter, Matrix, Available Units Map, Selection List	6. Packet
Email	1/28/2013	Reminder email package sent on 25th and to look in the mail	7. Email
Email	2/11/13	YBI Meeting Reminder for community meeting	8. Email
Meeting	2/11/2013	YBI Unit Selection Community Meeting	9. Agenda
Mailing	2/12/2013	Reminder email and letter for the deadline for fist round unit selection	10. Letter
Deadline	2/19/2013	Deadline to submit unit selection list	N/A
Mailing	2/20/2013	Notification of receipt or no receipt of unit selection list	11. Letter
Unit Assignments	2/21/2013	First round Unit Assignments with David Richmond	N/A
Mailing	2/25/2013	First round unit assignment letter notifying households of unit assignment	12. Letter
Mailing	2/26/2013	Second round unit selection mailing: Cover Letter, Matrix, Available Unit Maps, Re-Choose/Re-Size Unit Selection	13. Packet
Deadline	3/8/2013	YBI Second Round Unit Selection Deadline	N/A
Unit Assignments	3/10/2013	Second round Unit Assignments with David Richmond	N/A
TBD	TBD	Second round unit assignment letter	14. Letter

1

Villages at Treasure Island

From: Villages at Treasure Island
Sent: Tuesday, October 16, 2012 1:51 PM
Subject: Unit Selection Program Meeting Cancelled

Dear Villages at Treasure Island YBI Residents:

Due to unforeseen circumstances, the Community Meeting to discuss the Unit Selection Program scheduled for this Thursday, October 18th at 6:30 pm is cancelled.

We are working to establish a new date and time for the meeting. We will notify you immediately when the new date is set.

Once we have this new date confirmed, we will let you know as soon as possible.

Thanks you for your understanding.

Yours truly,

The Villages at Treasure Island

The Villages at Treasure Island
One Avenue of the Palms
Suite 168
San Francisco, CA 94130
O: (415) 834-0211
F: (415) 834-0210
Email: villages@jsco.net

2

Yerba Buena Island Residential
Transition Unit Selection Program
Informational Presentation

Thursday, October 18th, 2012 at 6:30 pm

Location: Casa De La Vista, 191 Ave of the Palms, San Francisco, CA 94130

Representatives of the Treasure Island Development Project to Include:

Michael Tymoff
Kate Austin

Representatives of the John Stewart Company to Include:

Jeff Kohler, Vice President
Dan Stone, Property Manager

Agenda

- Welcome
- Transition Unit Selection Program
- Viewing of Available Units "Open Home"
- Questions and Answers
- Next Steps
- Adjournment

Sample Ref (3)

TREASURE ISLAND VILLAGES

Information related to your Yerba Buena Household for Transition to Treasure Island
This information is used to transition your household.

Address: 0060-A Yerba Buena Rd. San Francisco, CA 94130
Current Rent: $ 1,666
Priority Ranking: 27
Floor plan Designation: A

Leaseholders:	Status:
Mizrahi Renen	DDA
Sherry Benharush	DDA

DDA Lessee are those leaseholders who became effective before July 14th, 2011, Post-DDA are after.
11/14/2012

Dear Yerba Buena Household:

This packet is the interim Yerba Buena unit selection program. Included you will find several documents that are important to your household's selection of a unit on Treasure Island. Enclosed are:

Transition Informational Brochure for YBI Households – This four page brochure provides specific details relating to the redevelopment of Yerba Buena and Treasure Islands.

Agenda – On Wednesday, November 28th at 6:30 pm there will be a community meeting at the Casa to review the unit selection program.

Yerba Buena Households - This chart details YBI households and identifies units on TI the household may select.

Treasure Island Unit Groups – This chart identifies the available units on TI and categorizes units with color.

Treasure Island Units – This two-page list details the specific attributes of the TI units and categorizes them based on color.

Villages At Treasure Island
One Avenue of the Palms, Suite 168, San Francisco, California 94130
Voice (415) 834-0211 Fax (415) 834-0210

Available Units Map – The map provides the location of each available unit including models.

Unit Selection List – This list includes your household's Priority Ranking number. This number is from 1 to 55 and establishes the order in which units are assigned. This list is to be completed by the household and submitted to the Villages at Treasure Island for unit assignment. This list is to be submitted to the Villages no later than 12:00 noon Monday December 17th, 2012. This list may also be referred to as "ballot".

Eligible Participants
This letter is addressed to legal leaseholders only of which are designated as Pre DDA or Post DDA.

Seniority
Unit selection seniority is based upon the most senior lease signed date of the legal leaseholders within your household. The redevelopment project includes Treasure Island and Yerba Buena Islands, leaseholders who moved from TI to YBI retain their lease signed date. Your household seniority rank is listed above and on the Unit Selection list which is enclosed.

Community Meeting
On Wednesday November 28th at 6:30 PM in the Casa De La Vista there will be a presentation by The Treasure Island Development Project office and The Villages at Treasure Island office to discuss and provide details of the unit selection process. Please refer to the enclosed agenda for meeting details.

Open Home Program
In order for Yerba Buena households to view the available units for selection there will be an open home program. All available Treasure Island units will be open on the follow dates and times.

Saturday, December 1st	10:00 am - 3:00 pm
Sunday, December 2nd	10:00 am - 3:00 pm
Monday, December 3rd	2:00 pm - 6:00 pm
Wednesday, December 5th	10:00 am - 6:00 pm
Friday, December 7th	2:00 pm - 6:00 pm
Saturday, December 8th	10:00 am - 3:00 pm
Sunday, December 9th	10:00 am - 3:00 pm

The Villages at Treasure Island will be available at the open homes to answer questions. There are 8 types of

units available on Treasure Island. A representative unit of each type will be furnished and staffed during the open home program as a "Model".

Desired Unit Selection Form

Once you have reviewed the enclosed information that determines the units from which your household may chose and have viewed the available units during the open home program, your household will complete and submit to the Villages at Treasure Island office the completed Unit Selection List. The deadline to complete and submit your household's Unit Selection List is December 17th at 12:00 noon.

Those households that wish to select a unit other than those units that are designated for that household's are considered "resize". Resize households will be assigned their Treasure Island unit after all other household assignments are made. Those households that wish to "resize" will request and be given a Resize Unit Selection List.

We have designed the unit selection process to be simple and intuitive. Please make plans to attend the meeting on the 28th where the complete process will be presented and questions answered. Staff will be present during the Open Home to provide additional details and assist you in this process.

Should you have any questions, you may contact me as I am happy to provide additional details. We look forward to working with you as we take these important steps.

Sincerely,

Dan Stone
Property Manager
The Villages at Treasure Island

TRANSITION INFORMATIONAL BROCHURE FOR YBI HOUSEHOLDS

GENERAL INFORMATION

As you are aware, Treasure Island Development Authority ("TIDA") is proceeding with the redevelopment of Yerba Buena and Treasure Islands. As the project schedule proceeds, it will be necessary for you to move from your dwelling. You will be notified in a timely manner as to the date by which you must move and will receive a minimum of a 90 Day Notice to Vacate. That notice will not be issued until January 2013, at the earliest.

Please read this information, as it will be helpful to you in determining your options and the amount of your relocation benefits under the Transition Housing Rules and Regulations ("THRRs"). We suggest you save this informational statement for reference.

TIDA has retained the services of Paragon Partners, a qualified professional relocation firm, to assist you. The firm is available to explain the program and benefits. Their address and telephone number is:

Paragon Partners
373 4th Street, Suite 2A
Oakland, California 94607
Telephone: 866.934.9997

Spanish speaking representatives are available. **Si necesita esta información en Español, por favor llame a su representante.**

PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING

This is a general informational brochure only, and is not intended to give a detailed description of the Transition Housing Rules and Regulations.

Each eligible Transitioning Household on Yerba Buena is entitled to a choice of benefits, either an Interim Move to an alternative residence on Treasure Island, or an In-Lieu payment.

IN-LIEU PAYMENT

A Transitioning Household may choose an In-Lieu payment, and choose to move off of Yerba Buena and Treasure Islands. The payment is based on San Francisco Rent Board schedule, per the following table. The In-Lieu payment includes all moving assistance, and except for the pre-marketing list, satisfies all requirements and benefits due the household pursuant to the THRRs.

In-Lieu Payment Amount Due Per Tenant	Maximum In-Lieu Payment Amount Due Per Unit (Maximum of 4 Adults)	PLUS Additional Amount Due for Each Elderly (60 years or older) or Disabled Tenant or Household with Minor Child(ren)

$5,153.00	$20,612.00	$3,436.00

Valid through 2/28/13

INTERIM MOVE TO TREASURE ISLAND

If a Transition Household chooses to move to Treasure Island, the Household is entitled to a TI unit of comparable size and bedroom count. For units with the same or greater number of bedrooms, rent will be *lesser* of current rent or market rate for the new existing unit. For units with fewer number of bedrooms, rent will be *lesser* of current rent, reduced by 10% for each reduction in bedroom count, or market rate for the new existing unit. The Household will also be eligible for moving benefits.

MOVING BENEFITS

A Transitioning Household moving from YBI to TI is eligible to receive a payment to assist in moving your personal property. There are two types of moving payments. The Household has the option of selecting either one of the following types of moving payments:

A. Fixed Moving Payment

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by TIDA, and ranges, for example, from $685.00 for one furnished room to $2,365.00 for eight rooms in an unfurnished dwelling. (For details see the table below). Your relocation representative will inform you of the amount you are eligible to receive if you choose this type of payment.

If you select a fixed payment, you will be responsible for arranging for your own move and the Agency will assume no liability for any loss or damage of your personal property or utility connections.

FIXED MOVING SCHEDULE - CALIFORNIA (effective Sep 2012)	
Occupant owns furniture Excludes bathrooms, Closets and Hallways	
1 room	$685.00
2 rooms	$880.00
3 rooms	$1,100.00
4 rooms	$1,295.00
5 rooms	$1,570.00
6 rooms	$1,815.00
7 rooms	$2,090.00
8 rooms	$2,365.00
each additional room	$250.00
Occupant does NOT own furniture	
1 room	$450.00
each additional room	$85.00

B. Actual Moving Expense (Professional Move)

If you wish to engage the services of a licensed commercial mover and have the Agency pay the bill, you may claim the ACTUAL cost of moving your personal property. Your relocation representative will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a scope of services for TIDA approval.

EARLY/INTERIM MOVE- UNIT SELECTION OPEN HOUSE

To assist Households in the selection of a replacement home on Treasure Island, open houses will be December 1st through December 9th, and residents will have the option to view the inventory of comparable units on TI. Open houses will be held at a variety of dates and times and you will be notified of the dates in writing in advance. Units will be "color coded," so that YBI residents will be able to easily tell which TI units are comparable to YBI units, maps will also be provided.

EARLY/INTERIM MOVE- COMPARABLE UNIT SELECTION PROCESS

Beginning December 1st, 2012, households may submit a "Selection List", ordering those units in order of preference. Households will have until noon on December 17th, 2012 to submit the Selection List to The Villages at Treasure Island office at 1 Avenue of the Palms, Suite 168. Units will be awarded to households based upon seniority, with accessibility issues of sight and mobility being considered, if access is an issue. Requests for accommodations are to be submitted to The Villages at Treasure Island. Treasure Island units will be assigned to Yerba Buena Households accordingly.

If a household chooses not to submit a selection list, or chooses not to participate, selection will be postponed until after the issuance of the 90-Day Notice to Move, and will follow those procedures outlined in the THRRs. Those households will select from the units available at that time.

EARLY/INTERIM MOVE- NON-COMPARABLE UNIT SELECTION PROCESS

Households that wish to select a unit other than those that are available to them are considered a "resize" household. Those households will participate in the second round of unit assignments and must request a "Resize Selection List". Units will be awarded to households based upon seniority, with accessibility issues of sight and mobility being considered, if access is an issue. Requests for accommodations are to be submitted to The Villages at Treasure Island.

TIMING OF EARLY/INTERIM MOVE

Households who participate in the unit selection process ARE NOT required to vacate their existing unit at any time prior to the expiration of the 90-Day Notice to Move, when issued. Households who participate in the unit selection process ARE NOT prohibited from electing to choose the In-Lieu Payment option at any time prior to the expiration of the 90-Day Notice to Move. Households who participate in the unit selection process WILL be allowed to make the interim move from YBI to TI at any time following the unit selection process through the final date of the 90-Day Notice to Move.

Households who complete a move to TI, and then wish to select a different unit on TI, would be accommodated through The Villages at Treasure Island office, through the normal transfer process, with no additional moving assistance provided.

Households who select a replacement unit can elect to switch to an In-Lieu Payment at any time prior to the expiration of the 90-Day Notice to Move. If that household has already completed a move to a unit on TI, and has received moving assistance pursuant to the THRRs, that household may elect to take an In-Lieu Payment, less the total value of the moving assistance provided, at any time prior to the expiration of the 90-Day Notice to Move.

Households who choose to accept an In-Lieu Payment and receive that payment, have received all of their benefits pursuant to the THRRS.

PRE-MARKETING NOTICE LIST

Any Transitioning Household, whether it has elected to move to Treasure Island or selected an In-Lieu Payment, is eligible to be place on the Pre-Marketing List. If interested, please ask your relocation consultant for information regarding the process.

APPEAL PROCEDURES - GRIEVANCE

Any person aggrieved by a determination as to eligibility for a relocation payment, or the amount of a payment, may have his/her claim reviewed or reconsidered in accordance with TIDA's appeals procedure. Complete details on appeal procedures are available upon request from TIDA or your relocation consultant.

TAX STATUS OF RELOCATION BENEFITS

TIDA makes no representations about the tax treatment of any payment or benefits of monetary value any Person receives under the THRR's and will require a valid Social Security number and W-9 for all recipients of benefits.

ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in moving to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation representative.

Yerba Buena Island Residential
Transition Unit Selection Program
Informational Presentation

Wednesday, November 28th, 2012 at 6:30 pm

Location: Casa De La Vista, 191 Ave of the Palms, San Francisco, CA 94130

Representatives of the Treasure Island Development Project to Include:

Michael Tymoff

Representatives of the John Stewart Company to Include:

Jeff Kohler, Vice President
Dan Stone, Property Manager

Agenda

- Welcome
- Transition Unit Selection Program
- Viewing of Available Units "Open Home"
- Questions and Answers
- Next Steps
- Adjournment

Yerba Buena Households

This Chart groups YBI Households and identifies the unit types they may choose from

YBI Floor Plan Designation	Number of Bedrooms & Baths	Square Footage	Number of YBI Occupied Floor plans in this group	Units types on TI that can accomidate this Floor plan		
A	2 bed/1 bath	900	6	1	2	3
B	2 bed/1 bath	913	7	1	2	3
C	3 bed/1+2(.5) bath	1221	17	4	5	7
D	3 bed/1+2(.5) bath	1387	2	8		
E	3 bed/1+2(.5) bath	1458	5	8		
F	3 bed/2 bath	900	1	4	5	
G	3 bed/2 bath	1171	8	4	5	
H	3 bed/2 bath	1222	4	6	8	
I	4 bed/2 + 2(.5) bath	1387	5	6	7	8

11/14/2012

Treasure Island Unit Groups

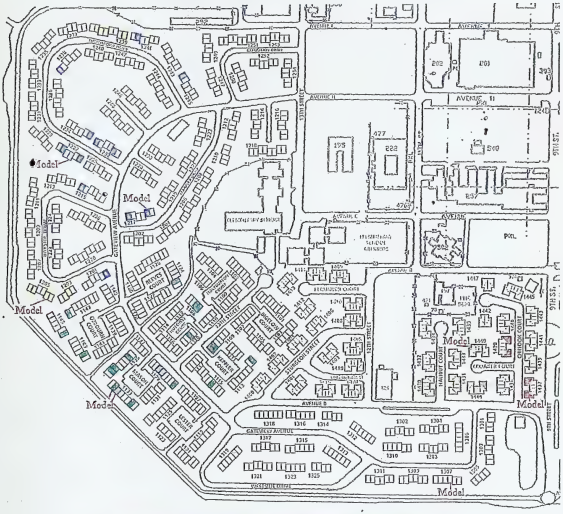
This chart represents the available comparable units on TI for YBI households

TI Unit Designation	Number of Bedrooms & Baths	Square Footage	Number of TI Available Units in this group	TI Unit Designation that Can Accept the YBI Floor Plan
1	2 bed/1 bath	975	6	A, B
2	2 bed/1 bath	990	9	A, B
3	2 bed/1.5 bath	946	6	A, B
4	3 bed/1.5 bath	1070	17	C, F, G
5	3 bed/1+2(S) bath	1080	12	C, F, G
6	4 bed/2.5 bath	1208	4	H, I
7	4 bed/2.5 bath	1250	9	C, I
8	4 bed/2.5 bath	1360	20	D, E, H, I

11/14/2012

Available Units Map

Villages at Treasure Island



TI Unit Designation 1 2 3 4 5 6 7 8

Model = Furnished Viewing Unit

11/14/2012

Sample. Ref.

Mizrahi Ronen
Sherry Benharush

0060-A Yerba Buena
San Francisco, CA 94130

Priority Ranking 27

YBI Floor Plan Designation A

Selection List

TI Unit Designation	Address	Street	Bedrooms	Baths	Monthly Rent	Model	Choice Ranking 1-13
1	1431-F	Halibut Court	2	1	1813		
1	1437-A	Chinook Court	2	1	1813		
1	1437-F	**Chinook Court**	2	1	1802	Model	
1	1438-A	Chinook Court	2	1	1813		
1	1438-F	Chinook Court	2	1	1923		
1	1444-A	Croaker Court	2	1	1813		
2	1420-C	Striped Bass Street	2	1	1825		
2	1430-C	Halibut Court	2	1	1813		
2	1430-E	Halibut Court	2	1	1813		
2	1431-B	Halibut Court	2	1	1813		
2	1431-E	Halibut Court	2	1	1813		
2	1439-E	Chinook Court	2	1	1813		
2	1444-C	Croaker Court	2	1	1813		
2	1444-D	Croaker Court	2	1	1703		
2	**1449-B**	**Croaker Court**	2	1	1825	Model	
3	1203-B	Bayside Drive	2	1.5	1802		
3	**1205-B**	**Bayside Drive**	2	1.5	2090	Model	
3	1205-E	Bayside Drive	2	1.5	2090		
3	1239-C	Northpoint Drive	2	1.5	1857		
3	1239-D	Northpoint Drive	2	1.5	1868		
3	1239-H	Northpoint Drive	2	1.5	1923		

Selection List must be submitted to the Villages at Treasure Island Office, 1 Ave of the Palms, Suite 168
No later than 12:00 Noon on Monday December 17th, 2012.
Submitted list is assumed to be the consent of submitting household.

Date Submitted:_____ Received By:_____

If a household wishes to select a unit outside of its designated comparable units, also known as "resize",
Those households will have their units assigned after all other unit assignmnets.
For those household that wish to reize, use selection list "Resize Selection List".
For those household that participate in the "Resize" selection, seniority will be used.

For Unit Assignment by Management. Do not write in this section
Unit Assigned:_____ Date:_____ By:_____

Yerba Buena Island Residential
Transition Unit Selection Program
Informational Presentation

4

Wednesday, November 28th, 2012 at 6:30 pm

Location: Casa De La Vista, 191 Ave of the Palms, San Francisco, CA 94130

Representatives of the Treasure Island Development Project to Include:

Michael Tymoff

Representatives of the John Stewart Company to Include:

Jeff Kohler, Vice President
Dan Stone, Property Manager

Agenda

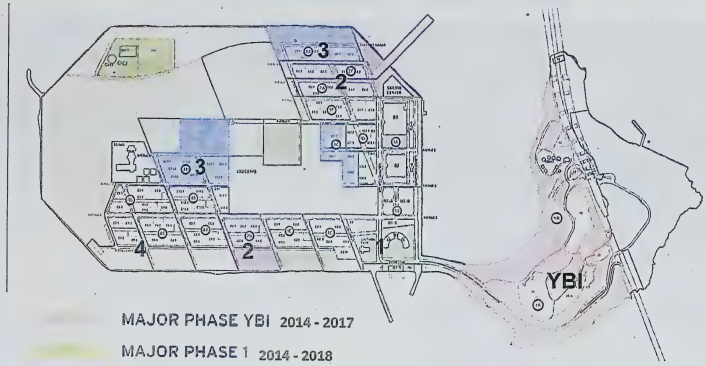
- Welcome
- Transition Unit Selection Program
- Viewing of Available Units "Open Home"
- Questions and Answers
- Next Steps
- Adjournment

Yerba Buena Island Interim Moves
3rd Community Meeting

November 28, 2012
6:30 – 8:30 PM
Casa de la Vista, Treasure Island

Development Timeline Update

Development Phasing



MAJOR PHASE YBI 2014 - 2017

MAJOR PHASE 1 2014 - 2018

MAJOR PHASE 2 2017 - 2021

MAJOR PHASE 3 2020 - 2024

MAJOR PHASE 4 2023 - 2027

Summary of Community Meetings

- 1st Community Meeting – May 30, 2012
- 2nd Community Meeting – August 14, 2012
- Approximately 30-40 attendees at both
- Major Points of Discussion:
  - 1st Meeting: Discussion of early move option and priorities for implementing moves, followed by survey of YBI households
  - 2nd Meeting: Summary of survey results, discussion of proposed interim move implementation process and procedures

Summary of Interim Move Implementation Process

Summary of Interim Move Process

- Units will be "color coded" so that YBI residents will know which TI units are comparable to YBI units – **NO CHANGE**
- Based on resident input, the unit selection process will start after the December 12th TIDA Board meeting – **CHANGE OF DATE ONLY**
- YBI households will be able to submit a ranked unit selection form for comparable units – **NO CHANGE**
- Unit assignment will be prioritized by seniority of tenancy, with accessibility issues of sight and mobility being addressed through property management – **NO CHANGE**

YBI to Treasure Island Transition Unit Selection Program

Transition Unit Selection Program

- Pursuant to the Board of Supervisors' approved Transition Housing Rules and Regulations (THRR), Yerba Buena Island households are entitled to make an interim move from an existing unit on YBI to an existing unit on TI -OR- to select the In-Lieu Payment as discussed earlier

- If the household elects to make an interim move to Treasure Island, under the THRR, that household is entitled to a unit of comparable size (based on square footage) and bedroom count

- The charts you received were based on matching existing YBI household designations with comparable units, as defined in the THRR, on Treasure Island

Comparable Units on Treasure Island

Treasure Island Unit Groups

This chart represents the available comparable units on TI for YBI households

TI Unit Designation	Number of Bedrooms & Baths	Square Footage	Number of TI Available Units in this group	YBI Floor Plan Designation Comparable to this TI Unit Designation
1	2 bed/1 bath	975	6	A, B
2	2 bed/1 bath	990	9	A, B
3	2 bed/1.5 bath	946	6	A, B
4	3 bed/1.5 bath	1070	17	C, F, G
5	3 bed/1+2.5 bath	1088	12	C, F, G
6	4 bed/2.5 bath	1208	4	H, I
7	4 bed/2.5 bath	1250	9	C, I
8	4 bed/2.5 bath	1360	20	D, E, H, I

Example Unit Selection List Form

Priority Ranking 27

YBI Floor Plan Designation A

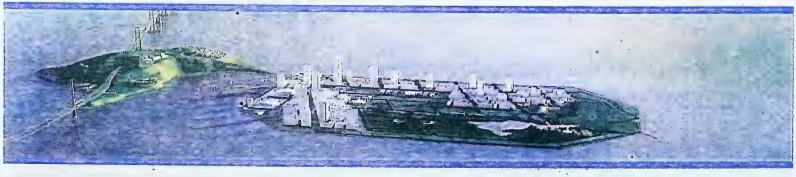
Selection List

TI Unit Designation	Address	Street	Bedrooms	Baths	Monthly Rent	Model	Choice Ranking 1-13
	1431-F	Halibut Court	2	1	1813		
	1437-A	Chinook Court	2	1	1813		
	1437-F	**Chinook Court**	**2**	**1**	**1802**	**Model**	
	1438-A	Chinook Court	2	1	1813		
	1438-F	Chinook Court	2	1	1923		
	1444-A	Croaker Court	2	1	1813		
2	1420-C	Striped Bass Street	2	1	1825		
2	1430-C	Halibut Court	2	1	1813		
2	1430-E	Halibut Court	2	1	1813		
2	1431-B	Halibut Court	2	1	1813		
2	1431-E	Halibut Court	2	1	1813		
2	1439-E	Chinook Court	2	1	1813		
2	1444-C	Croaker Court	2	1	1813		
2	1444-D	Croaker Court	2	1	1703		
2	**1449-B**	**Croaker Court**	**2**	**1**	**1825**	**Model**	
3	1203-B	Bayside Drive	2	1.5	1802		
3	**1205-B**	**Bayside Drive**	**2**	**1.5**	**2090**	**Model**	
3	1205-E	Bayside Drive	2	1.5	2090		
3	1239-C	Northpoint Drive	2	1.5	1857		
3	1239-D	Northpoint Drive	2	1.5	1868		
3	1239-H	Northpoint Drive	2	1.5	1923		

Open House Program

- Open houses will begin on Saturday, December 1, 2012 and be held by JSCo staff through Sunday, December 9, 2012
- YBI households will have the option to view ALL vacant rentable units on Treasure Island
- A representative unit of each of the (8) unit types on Treasure Island will be furnished and serve as a "model" unit during all open houses
- Units will be "color coded," so that YBI residents will be able to easily tell which units are comparable to YBI units
- Villages at Treasure Island staff will be available on the open house dates to answer any questions about the units

Next Steps



Charles Y. Wong 12/17/2012.

5

From: Villages at Treasure Island
Sent: Monday, March 04, 2013 12:03 PM
To: Charles Y. Wong
Subject: FW: Unit Selection List Deadline Extension

Annie Wu
Leasing Specialist

The Villages at Treasure Island
One Avenue of the Palms
Suite 168
San Francisco, CA 94130
O: (415) 834-0211
F: (415) 834-0210
Email: villages@jsco.net

From: Villages at Treasure Island
Sent: Monday, December 17, 2012 9:43 AM
Subject: Unit Selection List Deadline Extension

Dear YBI Residents,

This is to inform you that the deadline for submitting your households Unit Selection List has been extended. We will be mailing you a letter shortly detailing the unit selection process with deadline.

Dan Stone
Property Manager

The Villages at Treasure Island
One Avenue of the Palms
Suite 168
San Francisco, CA 94130
O: (415) 834-0211
F: (415) 834-0210
Email: villages@jsco.net

Sample, Ref

EXAMPLE COPY

6

COPY

Information related to your Yerba Buena Household for Transition to Treasure Island
This information is used to transition your household.

Address: 0328-D Yerba Buena Rd. San Francisco, CA 94130
Current Rent: $ 2,152
Priority Ranking: 28
Floor plan Designation:

Leaseholders: Status:

DDA Lessee are those leaseholders who became effective before July 14th, 2011, Post-DDA are after.

~~1/28/2013~~ 1/25/2013
Dear Yerba Buena Household:

Enclosed you will find information and detailed forms for the revised interim Yerba Buena unit selection program. This mailing is important to your household's selection of a unit on Treasure Island. Revisions were necessary as a result of variances in square footage of YBI and TI units and new information related to household's original move-in dates.

Selected units represented in the attached forms have been measured by an independent appraiser. As a result of these new updated measurements, unit assignments have been changed. In an effort to make the information easier to understand we have placed the information in a single document in a matrix format. Please refer to the Yerba Buena Households and Treasure Island Unit Matrix for details.

In addition, several households provided new information relating to their original move-in date. This information was researched and verified. As a result of this new information, the priority ranking has changed. Please refer to your Unit Selection List for the adjusted priority ranking information.

Households that wish to view the units that are available to them should contact the Villages at Treasure Island at (415)834-0211to schedule a time to view the units.

Villages At Treasure Island
One Avenue of the Palms, Suite 168, San Francisco, California 94130
Voice (415) 834-0211 Fax (415) 834-0210

EXAMPLE COPY

COPY

Yerba Buena Households and Treasure Island Unit Matrix Selection Process
Several households share the same unit selection type. In order to ensure parity within the selection process, units will be assigned in a specific order within the selection group. Please refer to the matrix for details regarding the selection process.

Desired Unit Selection Form
Once you have reviewed the enclosed information that determines the units from which your household may select, your household will then complete and submit The Unit Selection List to the Villages at Treasure Island office. The deadline to submit your household's completed Unit Selection List is Tuesday February 19th at 12:00 noon. Unit assignments, based on your choice and priority ranking will be made on February 21st.

Those households that wish to select a unit other than those units that are designated for that household's are categorized as a "resize". Those households that wish to "resize" will request and be given a Resize Unit Selection List. A "resize" household will be assigned their Treasure Island unit after all other household assignments are made.

We have designed the unit selection process to be simple. Please make plans to attend the meeting on February11th where the complete process will be presented and any questions can be addressed.

Should you have any immediate concerns, you may contact me as I am happy to provide additional details. We look forward to working with you as we take these important steps.

Sincerely,

Dan Stone
Property Manager
The Villages at Treasure Island

Yerba Buena Island Residential
Transition Unit Selection Program
Informational Presentation

Monday, February 11th, 2012 at 6:30 pm

Location: Casa De La Vista, 191 Ave of the Palms, San Francisco, CA 94130

Representatives of the Treasure Island Development Project to Include:
Michael Tymoff

Representatives of the John Stewart Company to Include:
Jeff Kohler, Vice President
Dan Stone, Property Manager

Agenda

Introductions, Ground Rules & Agenda – TIDA

Development Project Update & Timeline – TIDA

Summary of Previous Three Community Meetings – TIDA

Summary of Proposed Interim Move Implementation Process – TIDA

YBI to TI Transition Unit Selection Program – JSCo

Questions and Answers – TIDA & JSCO

Next Steps/Meeting Wrap Up - TIDA

Villages At Treasure Island
One Avenue of the Palms, Suite 168, San Francisco, California 94130
Voice (415) 834-0211 Fax (415) 834-0210

YBI to TI Unit Assignment
The Villages at Treasure Island

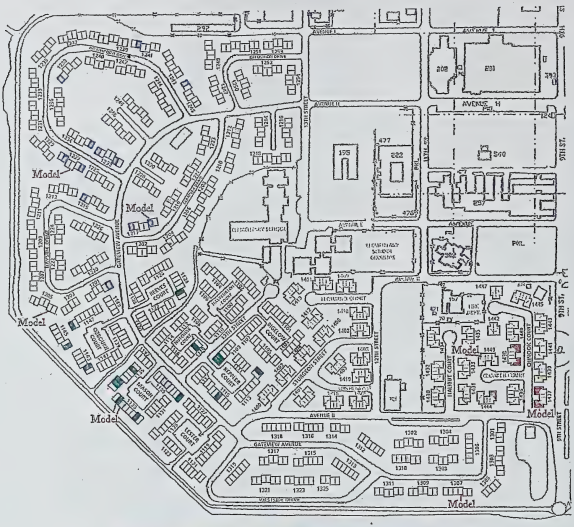
		TI	1	2	3	4	5	6	7	8
		# Vacant	6	9	6	15	12	4	9	20
YBI	# Occupied	Configuration	2/1	2/1	2/1.5	3/1.5	3/1+2(.5)	4/2.5	4/2.5	4/2.5
A	5	2/1	Yes	Yes	Yes	Yes				
B	7	2/1	Yes	Yes	Yes	Yes				
C	17	3/1+2(.5)					Yes	Yes	Yes	Yes
D	2	3/1+2(.5)						Yes	Yes	Yes
E	5	3/1+2(.5)						Yes	Yes	Yes
F	1	3/2				Yes	Yes			
G	8	3/2					Yes			
H	4	3/2				Yes	Yes			
I	5	4/2 + 2(.5)						Yes	Yes	Yes

F's & H's have priority to 4's over A's & B's
4's are no longer availble to C's.
I's have priority to 8's over C's
G's are no longer available to 4's
H's had 6's and 8's, now 4's and 5's.

1/25/2013

Available Units Map

Villages at Treasure Island



TI Unit Designation: 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8

1/25/2013

COPY

Selection List
0060- Yerba Buena
San Francisco, CA 94130

Priority Ranking 27
YBI Designation A

Please designate as appropriate by checking the box below:
No unit needed, in lieu payment to be requested ☐
This household wished to participate in the "resize" selection ☐

Designation	Address	Street	Bedrooms	Baths	Monthly Rent	Model	Choice Ranking 1-17
1	1431-F	Halibut Court	2	1	1813		
1	1437-A	Chinook Court	2	1	1813		
1	1437-F	Chinook Court	2	1	1802	Model	
1	1438-A	Chinook Court	2	1	1813		
1	1438-F	Chinook Court	2	1	1923		
1	1444-A	Croaker Court	2	1	1813		
2	1420-C	Striped Bass Street	2	1	1825		
2	1430-C	Halibut Court	2	1	1813		
2	1430-E	Halibut Court	2	1	1813		
2	1431-B	Halibut Court	2	1	1813		
2	1431-E	Halibut Court	2	1	1813		
2	1439-E	Chinook Court	2	1	1813		
2	1444-C	Croaker Court	2	1	1813		
2	1444-D	Croaker Court	2	1	1703		
2	1449-B	Croaker Court	2	1	1825	Model	
3	1203-B	Bayside Drive	2	1.5	1802		
3	1205-B	Bayside Drive	2	1.5	2090	Model	
3	1205-E	Bayside Drive	2	1.5	2090		
3	1239-C	Northpoint Drive	2	1.5	1857		
3	1239-D	Northpoint Drive	2	1.5	1868		
3	1239-H	Northpoint Drive	2	1.5	1923		
4	1113-A	Keppler Court	3	1.5	2064		
4	1115-D	Keppler Court	3	1.5	1973		
4	1118-B	Hutchins Court	3	1.5	2022		
4	1124-E	Reeves Court	3	1.5	1753		
4	1129-H	Mason Court	3	1.5	1868		
4	1133-B	Mason Court	3	1.5	2333		
4	1133-G	Mason Court	3	1.5	1909	Model	
4	1135-B	Mason Court	3	1.5	2050		
4	1135-C	Mason Court	3	1.5	1942		
4	1135-G	Mason Court	3	1.5	2057		
4	1143-B	Ozbourn Court	3	1.5	1965		
4	1147-A	Ozbourn Court	3	1.5	2057		
4	1109-A	Keppler Court	3	1.5	2050		
4	1109-B	Keppler Court	3	1.5	2050		

Selection List must be submitted to the Villages at Treasure Island Office, 1 Ave of the Palms, Suite 168
No later than 12:00 Noon on Monday February 19th 2013.
Submitted list is assumed to be the consent of submitting household.

Date Submitted:_____

If a household wishes to select a unit outside of its designated comparable units, also known as "resize",
Those households will have their units assigned after all other unit assignmnets.
For those household that wish to reize, use selection list "Resize Selection List".
For those household that participate in the "Resize" selection, seniority will be used.

For Unit Assignment by Management. Do not write in this section
Unit Assigned:_____ Date:_____ By:_____

Treasure Island Units

Available Units on Treasure Island for Yerba Buena Island Households

TI Unit Designation	Address	Street	Bedrooms	Baths	Monthly Rent	Model Unit
1	1431-F	Halibut Court	2	1	1813	
1	1437-A	Chinook Court	2	1	1813	
1	**1437-F**	**Chinook Court**	**2**	**1**	**1802**	**Model**
1	1438-A	Chinook Court	2	1	1813	
1	1438-F	Chinook Court	2	1	1923	
1	1444-A	Croaker Court	2	1	1813	
2	1420-C	Striped Bass Street	2	1	1825	
2	1430-C	Halibut Court	2	1	1813	
2	1430-E	Halibut Court	2	1	1813	
2	1431-B	Halibut Court	2	1	1813	
2	1431-E	Halibut Court	2	1	1813	
2	1439-E	Chinook Court	2	1	1813	
2	1444-C	Croaker Court	2	1	1813	
2	1444-D	Croaker Court	2	1	1703	
2	**1449-B**	**Croaker Court**	**2**	**1**	**1825**	**Model**
3	1203-B	Bayside Drive	2	1.5	1802	
3	**1205-B**	**Bayside Drive**	**2**	**1.5**	**2090**	**Model**
3	1205-E	Bayside Drive	2	1.5	2090	
3	1239-C	Northpoint Drive	2	1.5	1857	
3	1239-D	Northpoint Drive	2	1.5	1868	
3	1239-H	Northpoint Drive	2	1.5	1923	
4	1113-A	Keppler Court	3	1.5	2064	
4	1115-D	Keppler Court	3	1.5	1973	
4	1118-B	Hutchins Court	3	1.5	2022	
4	1124-E	Reeves Court	3	1.5	1753	
4	1129-H	Mason Court	3	1.5	1868	
4	1133-B	Mason Court	3	1.5	2333	
4	**1133-G**	**Mason Court**	**3**	**1.5**	**1909**	**Model**
4	1135-B	Mason Court	3	1.5	2050	
4	1135-C	Mason Court	3	1.5	1942	
4	1135-G	Mason Court	3	1.5	2057	
4	1143-B	Ozbourn Court	3	1.5	1965	
4	1147-A	Ozbourn Court	3	1.5	2057	
4	1109-A	Keppler Court	3	1.5	2050	
4	1109-B	Keppler Court	3	1.5	2050	
4	1145-A	Ozbourn Court	3	1.5	2075	
5	1201-A	Bayside Drive	3	1.5+.5	2050	
5	1215-A	Bayside Drive	3	1.5+.5	2225	
5	1217-A	Mariner Drive	3	1.5+.5	2160	
5	**1217-E**	**Mariner Drive**	**3**	**1.5+.5**	**2075**	**Model**
5	1227-A	Northpoint Drive	3	1.5+.5	2050	
5	1227-E	Northpoint Drive	3	1.5+.5	2050	
5	1232-A	Northpoint Drive	3	1.5+.5	2050	
5	1232-E	Northpoint Drive	3	1.5+.5	2269	
5	1234-F	Northpoint Drive	3	1.5+.5	2269	
5	1238-F	Northpoint Drive	3	1.5+.5	1978	
5	1241-B	Northpoint Drive	3	1.5+.5	2050	
5	1245-A	Northpoint Drive	3	1.5+.5	1753	
6	1129-C	Mason Court	4	2.5	2376	
6	1129-D	Mason Court	4	2.5	2198	
6	**1133-F**	**Mason Court**	**4**	**2.5**	**2313**	**Model**
6	1145-F	Ozbourn Court	4	2.5	2313	
7	1204-D	Mariner Drive	4	2.5	2203	

7

Villages at Treasure Island

From: Villages at Treasure Island
Sent: Monday, January 28, 2013 12:13 PM
Subject: YBI Unit Selection Packet

Dear YBI Residents,

On Friday Jan. 25th, The Villages at Treasure Island mailed to your household, the revised unit selection packet, please check your mail box for your packet.

On Monday, Feb 11 at 6:30pm at the Casa De La Vista, we will meet to discuss the revised Unit Selection Program.

If you should have any questions, give us a call at (415) 834-0211. Thank you.

The Villages at Treasure Island
One Avenue of the Palms
Suite 168
San Francisco, CA 94130
O: (415) 834-0211
F: (415) 834-0210
Email: villages@isco.net

8

Villages at Treasure Island

From: Villages at Treasure Island
Sent: Monday, February 11, 2013 2:39 PM
Subject: Yerba Buena Island Residential Transition Unit Selection Program Informational Presentation
Attachments: 201302111424.pdf

Dear YBI Households,

This is a reminder for tonight's Yerba Buena Island Residential Transition Unit Selection Program Informational Presentation at 6:30 pm at the Casa De La Vista on Treasure Island.

Attached is the agenda for tonight's meeting.

Dan Stone
Property Manager

The Villages at Treasure Island
One Avenue of the Palms
Suite 168
San Francisco, CA 94130
O: (415) 834-0211
F: (415) 834-0210
Email: villages@jsco.net

9

Yerba Buena Island Residential
Transition Unit Selection Program
Informational Presentation

Monday, February 11th, 2012 at 6:30 pm

Location: Casa De La Vista, 191 Ave of the Palms, San Francisco, CA 94130

Representatives of the Treasure Island Development Project to Include:
Michael Tymoff

Representatives of the John Stewart Company to Include:
Jeff Kohler, Vice President
Dan Stone, Property Manager

Agenda

Introductions, Ground Rules & Agenda – TIDA

Development Project Update & Timeline – TIDA

Summary of Previous Three Community Meetings – TIDA

Summary of Proposed Interim Move Implementation Process – TIDA

YBI to TI Transition Unit Selection Program – JSCo

Questions and Answers – TIDA & JSCO

Next Steps/Meeting Wrap Up - TIDA

10

VILLAGES

Tuesday, February 12, 2013

Dear Villages of Treasure Island households,

Thank you to those who attended the community meeting February 11th 2013, we appreciate your input and found it very helpful.

This is a reminder the deadline to submit your household's completed Unit Selection List is Tuesday February 19th at 12:00 noon. Unit assignments will be made on February 21st.

The Unit Selection List was mailed previously on January 28th, 2013. Should you require a duplicate Unit Selection List please contact The Villages promptly. If you need assistance in filling out your Unit Selection List please contact The Villages.

We value you as a member of our community and look forward to assisting you with this and any other issues you may have. As a reminder our office hours are Monday through Friday 8:30am to 5:00pm

Sincerely,

The Villages at Treasure Island

Villages At Treasure Island
One Avenue of the Palms, Suite 168, San Francisco, California 94130
Voice (415) 834-0211 Fax (415) 834-0210

Villages at Treasure Island

From: Villages at Treasure Island
Sent: Wednesday, February 13, 2013 4:13 PM
Subject: Important Upcoming Deadline
Attachments: 201302131605.pdf

Dear Villages of Treasure Island households,

Thank you to those who attended the community meeting February 11th 2013, we appreciate your input and found it very helpful.

This is a reminder the deadline to submit your household's completed Unit Selection List is Tuesday February 19th at 12:00 noon. Unit assignments will be made on February 21st.

The Unit Selection List was mailed previously on January 28th, 2013. Should you require a duplicate Unit Selection List please contact The Villages promptly. If you need assistance in filling out your Unit Selection List please contact The Villages.

We value you as a member of our community and look forward to assisting you with this and any other issues you may have. As a reminder our office hours are Monday through Friday 8:30am to 5:00pm

Sincerely,

The Villages at Treasure Island
One Avenue of the Palms
Suite 168
San Francisco, CA 94130
Office: (415) 834-0211
Fax: (415) 834-0210
Email: villages@jsco.net

Emergency Contact Information
Calling 911 from Home: 911
Calling 911 from Cell: (415) 553-8090
SFPD Dispatch: (415) 553-0123

VILLAGES

11

COPY

2/20/2013

John Stockton
Briana Stockton
Eileen Stockton

0060-B Yerba Buena Rd.
San Francisco, CA 94130

Dear Yerba Buena Household:

The deadline to submit your household's Unit Selection List was Tuesday, February 19th, 2013.

The Villages "Did Receive" your household's unit selection list.

Based upon the Unit Selection Lists we have received, unit assignments will be made on Thursday, February 21st, 2013.

We will be sending you information soon regarding your unit selection or further information about the "Resize" unit selection process.

We look forward to working with you as we take theses important steps.

Sincerely,

D. Stone

Dan Stone
Property Manager
The Villages at Treasure Island

Villages At Treasure Island
One Avenue of the Palms, Suite 168, San Francisco, California 94130
Voice (415) 834-0211 Fax (415) 834-0210

VILLAGES

12

COPY

Deborah Campbell
Thomas Lanham

0300-G Nimitz Dr.
San Francisco, CA 94130

2/25/2013

The Villages at Treasure Island household,

Thank you for your recent participation in the voluntary early selection program. The unit assignments were conducted on Thursday, February 21st, in coordination with the Treasure Island Development Authority.

Based upon your submitted Unit Selection List, your household has been assigned the Treasure Island unit of 1133-G Mason Court. Enclosed you will find the Unit Assignment Card which provides details about your Treasure Island unit.

This is not a notice to move. TIDA does not anticipate issuing the 90-day Interim Notice to Move to all YBI households any sooner than Fall/Winter 2013. Should your household wish to move prior to the issuance of the notice, please contact the Villages at Treasure Island office.

The Villages at Treasure Island will begin preparing your unit for your upcoming move. Several households have expressed an interest in painting or otherwise finishing their unit to their specific preferences. The Villages at Treasure Island has a procedure to accomplish this. Please contact us for specific details.

Over the next few months you will receive information regarding the next steps of your move.

Please do not hesitate to call the Villages at Treasure Island during normal business hours should you have questions or concerns.

Regards,

Dan Stone
Property Manager
The Villages at Treasure Island

Villages At Treasure Island
One Avenue of the Palms, Suite 168, San Francisco, California 94130
Voice (415) 834-0211 Fax (415) 834-0210

Sample Ref

13

Betty Mackey DDA

0301-E Macalla Ct.
San Francisco, CA 94130

Current Rent: $2,220 , Priority Ranking: 31, Floor plan Designation: H
2/27/2013

Dear Yerba Buena Island Household:

We have completed the initial unit assignments for the Yerba Buena Island (YBI) early unit selection program for the upcoming Interim Moves to Treasure Island.

Having completed the initial unit assignments based on the unit selection ballots received on or before February 21st, 2013, TIDA and the Villages are notifying YBI households of the next steps in the early unit selection process.

YBI households can now either: (i) select another unit on Treasure Island if they did not receive any of their selected units as indicated on their original Unit Selection List ("Re-choose"); (ii) select a unit outside of their YBI to TI Unit Assignment groups ("Re-size"); or (iii) select a unit within their YBI to TI Unit Assigament groups if they did not submit an Unit Selection List.

The enclosed Re-choose / Re-size Unit Selection List consists of all remaining available Treasure Island units and contains two columns. The Re-choose column is to be used by YBI households that wish to choose a unit within their YBI household group(s) including those households that did not submit a Unit Selection List on or before February 21st, 2013, and who wish to participate now. The Re-size column is to be used for households that wish to re-size their selection for units outside of their YBI to TI Unit Assignment group(s). All Re-choose selections will take priority over Re-size selections. After reviewing the enclosed information, YBI households may indicate their selection by numbering the appropriate unit in order of preference. In order to ensure a suffcient number of selections, we suggest 20. Unit assignments will be made according to seniority of tenancy within The Villages at Treasure Island.

Villages At Treasure Island
One Avenue of the Palms, Suite 168, San Francisco, California 94130
Voice (415) 834-0211 Fax (415) 834-0210

Enclosed you will find:

Re-Choose / Re-size Unit Selection List – As described above. To be completed and returned to the Villages of Treasure Island office no later than 12:00 Noon on March 8th, 2013.

Yerba Buena Households and Treasure Island Unit Matrix - This matrix titled "YBI households and Treasure Island Unit Matrix" identifies units on TI the household may select. This list may also be referred to as "The Matrix." This document remains unchanged from the previous mailing.

Available Units Map – The map provides the location of each of the remaining available units on Treasure Island.

Additional Information:

Eligible Participants
This letter is addressed to the documented Lessees who have been designated as Pre DDA or Post DDA.

Seniority
Unit selection seniority is based upon the most senior lease for a unit within the Villages dated and signed by the documented Lessee within your household. The redevelopment project includes Treasure Island and Yerba Buena Islands residents. Re-choose households have priority over Re-size households according to seniority. Households that wish to view the units available to them should contact the Villages at Treasure Island at (415) 834-0211to schedule a time to view the units.

This is your opportunity to participate in the Yerba Buena unit selection program. For those households who do not submit a Re-Choose / Re-size Unit Selection List a Treasure Island unit will be set aside for your household based on the criteria set forth in the THRRs. If you intend to accept the in lieu payment and not move to Treasure Island, please indicate on the enclosed Re-Choose / Re-size Unit Selection List.

As a reminder, the deadline to submit your household's Re-Choose / Re-size Unit Selection List is Friday March 8th at 12:00 Noon. Should you have any concerns, you may contact me as I am happy to provide additional details. We look forward to working with you as we continue to take these important steps.

Sincerely,
Dan Stone
Property Manager
The Villages at Treasure Island

YBI Households and TI Unit Matrix
The Villages at Treasure Island

		TI	1	2	3	4	5	6	7	8
		# Vacant	6	9	6	15	12	4	9	20
YBI	# Occupied	Configuration	2/1	2/1	2/1.5	3/1.5	3/1+2(.5)	4/2.5	4/2.5	4/2.5
A	5	2/1	Yes	Yes	Yes	Yes				
B	7	2/1	Yes	Yes	Yes	Yes				
C	17	3/1+2(.5)					Yes	Yes	Yes	Yes
D	2	3/1+2(.5)						Yes	Yes	Yes
E	5	3/1+2(.5)						Yes	Yes	Yes
F	1	3/2				Yes	Yes			
G	8	3/2					Yes			
H	4	3/2				Yes	Yes			
I	5	4/2 + 2(.5)						Yes	Yes	Yes

F's & H's have priority to 4's over A's & B's
4's are no longer available to C's.
I's have priority to 8's over C's
G's are no longer available to 4's
H's had 6's and 8's, now 4's and 5's.
Occupied and # Vacant are as of Feb 19th.

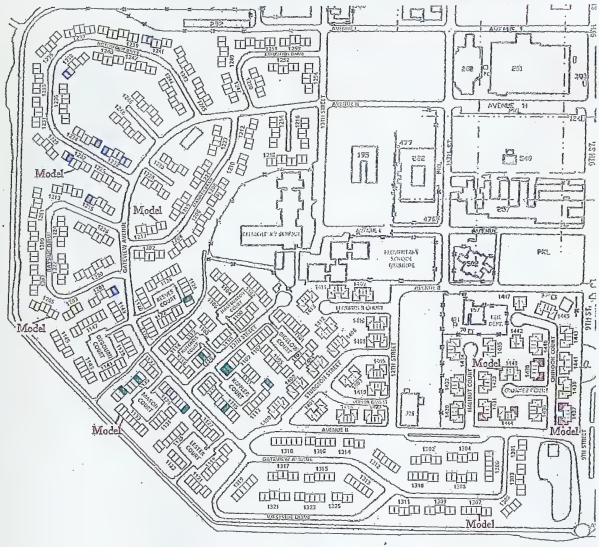
2/26/2013

COPY

Available Units Map

Villages at Treasure Island

COPY



TI Unit Designation	1	2	3	4	5	6	7	8

2/26/2013

Re Choose / Re Size Selection List

Sherry Benharush
Daniel Silberschmidt

0060-A Yerba Buena
San Francisco, CA 94130

Priority Ranking 29
YBI Designation A

Please designate as appropriate by checking the box below:
No unit needed, in lieu payment to be requested ☐

TI Unit Designation	Address	Street	Bedrooms	Baths	Monthly Rent	Model Unit	Re-choose	Re-size
1	1431-F	Halibut Court	2	1	1813			
1	1437-A	Chinook Court	2	1	1813			
1	1437-F	Chinook Court	2	1	1892	Model		
1	1438-A	Chinook Court	2	1	1813			
1	1438-F	Chinook Court	2	1	1923			
1	1444-A	Croaker Court	2	1	1813			
2	1420-C	Striped Bass Street	2	1	1825			
2	1430-C	Halibut Court	2	1	1813			
2	1430-E	Halibut Court	2	1	1813			
2	1431-B	Halibut Court	2	1	1813			
2	1431-E	Halibut Court	2	1	1813			
2	1439-E	Chinook Court	2	1	1813			
2	1444-D	Croaker Court	2	1	1703			
2	1449-B	Croaker Court	2	1	1825	Model		
3	1203-B	Bayside Drive	2	1.5	1892			
3	1205-E	Bayside Drive	2	1.5	2090			
3	1239-C	Northpoint Drive	2	1.5	1857			
3	1239-D	Northpoint Drive	2	1.5	1868			
3	1239-H	Northpoint Drive	2	1.5	1923			
4	1113-A	Keppler Court	3	1.5	2064			
4	1115-D	Keppler Court	3	1.5	1973			
4	1118-B	Hutchins Court	3	1.5	2022			
4	1124-E	Reeves Court	3	1.5	1753			
4	1129-H	Mason Court	3	1.5	1868			
4	1135-C	Mason Court	3	1.5	1942			
4	1135-G	Mason Court	3	1.5	2057			
4	1109-A	Keppler Court	3	1.5	2050			
4	1109-B	Keppler Court	3	1.5	2050			
5	1201-A	Bayside Drive	3	1.5+.5	2050			
5	1215-A	Bayside Drive	3	1.5+.5	2225			
5	1227-E	Northpoint Drive	3	1.5+.5	2050			
5	1232-A	Northpoint Drive	3	1.5+.5	2050			
5	1232-E	Northpoint Drive	3	1.5+.5	2269			
5	1234-F	Northpoint Drive	3	1.5+.5	2269			
5	1238-F	Northpoint Drive	3	1.5+.5	1978			
5	1241-B	Northpoint Drive	3	1.5+.5	2050			
6	1129-C	Mason Court	4	2.5	2376			
6	1129-D	Mason Court	4	2.5	2198			
7	1204-D	Mariner Drive	4	2.5	2203			
7	1208-D	Mariner Drive	4	2.5	2313			
7	1212-C	Mariner Drive	4	2.5	2198			
7	1227-C	Northpoint Drive	4	2.5	2528	Model		
7	1240-C	Northpoint Drive	4	2.5	2033			
7	1241-C	Northpoint Drive	4	2.5	2253			
8	1306-B	Gateview Avenue	4	2.5	2693			
8	1306-F	Gateview Avenue	4	2.5	2693			
8	1310-B	Gateview Avenue	4	2.5	2308			
8	1310-D	Gateview Avenue	4	2.5	2253			
8	1310-E	Gateview Avenue	4	2.5	2412			
8	1312-A	Gateview Avenue	4	2.5	2428			
8	1316-E	Gateview Avenue	4	2.5	2412			

Re-choose / re-size selection list must be submitted to the Villages at Treasure Island Office, 1 Ave of the Palms, Suite 168
No later than 12:00 noon on March 8th, 2013
Submitted list is assumed to be the consent of submitting household.

Date Submitted:_____

For those households that participate in the re-choose / re-size selection, seniority will be used.
Re-choose selection has priority over re-size selection.
For Unit Assignment by Management. Do not write in this section
Unit Assigned:_____ Date:_____ By:_____

See reverse side for the chosen units as of 2/21/2013

Chosen Units as of 2/21/2013

2	1444-C	Croaker Court	2	1	1813	
3	1205-B	Bayside Drive	2	1.5	2090	Model
4	1133-B	Mason Court	3	1.5	2333	
4	1133-G	Mason Court	3	1.5	1909	Model
4	1135-B	Mason Court	3	1.5	2050	
4	1143-B	Ozbourn Court	3	1.5	1965	
4	1147-A	Ozbourn Court	3	1.5	2057	
4	1145-A	Ozbourn Court	3	1.5	2075	
5	1217-A	Mariner Drive	3	1.5+.5	2160	
5	1217-E	Mariner Drive	3	1.5+.5	2075	Model
5	1227-A	Northpoint Drive	3	1.5+.5	2050	
5	1245-A	Northpoint Drive	3	1.5+.5	1753	
6	1133-F	Mason Court	4	2.5	2313	Model
6	1145-F	Ozbourn Court	4	2.5	2313	
7	1215-C	Bayside Drive	4	2.5	2033	
7	1219-D	Mariner Drive	4	2.5	2376	
7	1237-C	Northpoint Drive	4	2.5	2033	
8	1301-A	Gateview Avenue	4	2.5	2745	
8	1303-F	Gateview Avenue	4	2.5	2440	
8	1305-C	Gateview Avenue	4	2.5	2439	
8	1307-B	Gateview Avenue	4	2.5	2743	
8	1307-C	Gateview Avenue	4	2.5	2693	Model
8	1307-D	Gateview Avenue	4	2.5	2583	
8	1307-E	Gateview Avenue	4	2.5	2693	
8	1309-D	Gateview Avenue	4	2.5	2693	
8	1309-E	Gateview Avenue	4	2.5	2768	
8	1311-B	Gateview Avenue	4	2.5	2768	
8	1311-D	Gateview Avenue	4	2.5	2768	
8	1313-F	Gateview Avenue	4	2.5	2536	
8	1316-D	Gateview Avenue	4	2.5	2198	

CITY & COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

EDWIN M. LEE, MAYOR

Treasure Island /Yerba Buena Island
Citizens Advisory Board
Meeting Agenda

Tuesday, May 7, 2013
6:00-8:00 PM

San Francisco City Hall, Rm 421
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

For further information about the meeting please contact Kate Austin at (415) 749-2403

I. Roll Call

II. Approval of December 4, 2012 CAB Minutes (Action Item)

III. TIDA Staff Updates (15 min) (Information Item):
- a) Treasure Island Development Authority Board
- b) Legislative
- c) Development Schedule
- d) Bay Bridge
- e) Job Corps
- f) Island Clean-Up

IV. Treasure Island/Yerba Buena Island Development Project - General Update (30 Minutes) (Informational presentation only)

V. Future Agenda Items (5 min) (Action Item)

VI. Announcements from Board members (5 min)

VII. Public Comments (15 min)

VIII. Adjourn

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For more information on your rights under the Sunshine Ordinance [Chapter 67 of the San Francisco Administrative Code] or to report a violation of the ordinance, contact Donna Hall by mail at Sunshine Ordinance Task Force at City Hall, Room 409, 1 Carlton B. Goodlett Place, San Francisco, CA 94102-4683. The Task Force's telephone and fax numbers are (415) 554-7724 and (415) 554-5163 (fax) or by email at Donna_Hall@sfgov.org. Copies of the Sunshine Ordinance can be obtained from the Clerk of the Sunshine Task Force, the San Francisco Public Library and on the City's website at http://www.sfbos.org/index.aspx?page=4459

APR 8 2013
MS AS FILE

48 Brentwood Ave.
San Francisco, 94127

2 April 2013

Treasure Island Development Authority
Attn: Director of Island Operations
One Avenue of the Palms, 2nd Floor, Treasure Island
San Francisco, CA 94130

Dear Ms. Saez,

I am writing to you as a concerned citizen concerning an article titled, "Island of Affordability at Risk" in today's SF Examiner. The article states "The recommended Treasure Island increase would more accurately reflect the current rental market," but what reflects the "accurate" opportunities offered the hardships of the hard-working, honest tax-paying, middle class citizens of San Francisco? Brand me an idealist, but what is wrong with leaving things the way they are? The rich are rich and the poor are poor. Please take the road to help keep decent middle class Americans in SF. I do not live onTI, but am a SF resident tired of everything being raised at the cost of the hard working individuals. I am concerned for my fellow human beings living, and those wanting to live on TI. We have no place, decent, affordable where we can live. The Muni, PG&E, BART, taxes, college fees, crime, everything is sky rocket. And all because "some" want more money. Money can be addicting. PLEASE consider and help the middle class, which sadly these kinds of changes of increase hurt them the most. Ma'am, I hope to appeal to your humanity, which helps the people. Thank you for your time.

Respectfully,

Tony Ortiz

DEPARTMENT OF THE NAVY
BASE REALIGNMENT AND CLOSURE
PROGRAM MANAGEMENT OFFICE WEST
1455 FRAZEE RD, SUITE 900
SAN DIEGO, CA 92108-4310

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APR 10 2013

Ms. Remedios Sunga
California Department of Toxic Substances Control
Brownfields and Environmental Restoration Program
Berkeley Office
700 Heinz Avenue, Suite 200
Berkeley, CA 94710-2737

APR 11 2013
MS, RID

Dear Ms. Sunga:

SUBJECT: TRANSMITTAL OF THE RESPONSE TO COMMENTS ON THE DRAFT FINAL BASIS OF DESIGN REPORT (BODR) - IR SITE 27, NAVAL STATION TREASURE ISLAND, SAN FRANCISCO, CALIFORNIA

I am pleased to submit to you the Response to Comments (RTCs) on the Draft Final Basis of Design Report (BODR) at Installation Restoration (IR) Site 27 at Naval Station Treasure Island, San Francisco, California. We appreciate any additional feedback by April 23, 2013.

Should you have any questions or need additional information, please contact Lora Battaglia, Project Manager at (619) 532-0968 or Mr. David Clark, Lead Project Manager, at (619) 532-0973.

Sincerely,

KEITH FORMAN
BRAC Environmental Coordinator
By direction of the Director

Enclosure: 1. Response to Comments (RTCs) on the Draft Final Basis of Design Report (BODR) - IR Site 27, Naval Station Treasure Island, San Francisco, California

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Distribution:
Ms. Myriam Zech, California Regional Water Quality Control Board
Mr. David Stensby, U.S. Environmental Protection Agency, Region IX
Ms. Mirian Saez, Treasure Island Development Authority (TIDA)
Mr. Michael Tymoff, Office of Economic and Workforce Development
Mr. Scott Warner, AMEC Geomatrix Inc.
Mr. William Carson, Terraphase Engineering, Inc.
Mr. Charlie Huang, California Department of Fish & Wildlife, Office of Spill Prevention and Response (DFW-OSPR)
Ms. Carolynn Box, San Francisco Bay Conservation and Development Commission
Mr. Jay Wallace, Treasure Island Enterprises (TIE)
Mr. Kheay Loke, Wilson Meany Sullivan
Mr. Josh Burnam, AnchorQEA
Ms. Marcie Rash, Tetra Tech EM Inc.

Community RAB Members:
Mr. Nathan Brennan
Ms. Dale Smith
Ms. Alice Pilram
Mr. Saul Bloom, Arc Ecology
Ms. Martha Walters, Arc Ecology

RESPONSES TO REGULATORY AGENCY COMMENTS ON DRAFT FINAL BASIS OF DESIGN REPORT (90 PERCENT REMEDIAL DESIGN) SITE 27, FORMER CLIPPER COVE SKEET RANGE, FORMER NAVAL STATION TREASURE ISLAND, SAN FRANCISCO, CALIFORNIA

This document presents the Department of the Navy responses to comments from staff from the Department of Toxic Substances Control (DTSC); the California Department of Fish and Wildlife, Office of Spill Prevention and Response (CDFW-OSPR); the San Francisco Bay Regional Water Quality Control Board (Water Board); the San Francisco Bay Conservation and Development Commission (BCDC); AMEC (on behalf of Treasure Island Development Agency [TIDA]); and Restoration Advisory Board (RAB) member Dale Smith on the "Draft Basis of Design Report (90 Percent Remedial Design), Site 27, Former Clipper Cove Skeet Range, Former Naval Station Treasure Island, San Francisco, California," dated February 5, 2013. The comments addressed below were received from DTSC on March 4, 2013; CDFW-OSPR on March 15, 2013; the Water Board and BCDC on March 8, 2013; AMEC/TIDA on March 4, 2013; and Dale Smith on September 10, 2012 (comments originally provided on the draft version of the report [TriEco-Tt 2012]), respectively. Treasure Island Enterprises and Anchor QEA (on behalf of the marina operator) did not submit comments.

RESPONSES TO DTSC COMMENTS (REMEDIOS SUNGA AND LORI KOCH)

1. **Comment:** <u>Section 1.3 – Project Team and Stakeholders, Page 2.</u> **The list of stakeholders should include the California Department of Fish and Game (DFG), Bay Conservation Development Commission, Treasure Island Development Authority, and the marina developer. These agencies and the developer have been actively involved in the cleanup of Site 27.**

   Response: The bulleted list under Section 1.3 focused on the BRAC Cleanup Team (BCT). In Section 1.3, the word "and" appearing in front of "including:" will be deleted, and additional text will be added following the bullets that reads, "In addition to the BCT, other stakeholders, including DFW, BCDC, and TIDA, have provided input on the selected remedy through the CERCLA process."

2. **Comment:** <u>Section 1.5 – Design Variances from the Record of Decision, Pages 3-4.</u>

   2.1) The remedy was changed from the ROD/Final RAP. The design dredge depth changed from removal of all sediment that contains lead shot within the top 2.5 feet to removal of only 1.5 feet. The Navy concluded that 0.5 to 1.5 feet of sediment has accumulated and, therefore, the lead shot is buried beneath 2 feet of sediment. It is not clear that lead shot is currently buried beneath 2 feet of sediment in the dredge area and that removal of 1.5 feet of sediment is consistent with the ROD/Final RAP. Please provide a map or other evidence that shows the original depth of lead shot at each sample location and the

estimated depth of lead shot at each sample location based on recent bathymetry to demonstrate that there is currently no lead shot in the top 2.5 feet of sediment to support the change in dredge depth from the ROD/Final RAP.

2.2) <u>Page 3, Third Bullet</u>. This section still states that dredged sediment will be transported to an upland beneficial reuse site, such as the Montezuma Wetlands. Please revise this statement as the Water Board has rejected using the Montezuma Wetlands for disposal of the dredged sediment from Site 27. If the dredged material with lead shot is classified as hazardous waste, these materials must be disposed at a licensed hazardous waste landfill.

2.3) <u>Page 4</u>. The design variances should also discuss the change in the excavation footprint as shown on Figure 2-3. The excavation footprint was moved closer to the shoreline based on the recent bathymetric survey. However, it is not clear how the remedial objective of having a 2.5 feet of clean sediment surface to protect diving ducks will be achieved with removing just 1.5 feet of clean accreted sediments. Please explain how this remedial objective will be met.

2.4) <u>Page 4</u>. The last paragraph states that the design variances from the ROD/Final RAP would be documented by this 90% RD and a memorandum to the Administrative Record. When will this memorandum be prepared? Please have the agencies review the memorandum before it is finalized.

Response: 2.1) The remedial action objectives that form the basis of the remedial design have not changed, although improvements to the remedial design are proposed based on changed conditions. As stated, the design variation described in Section 1.5 fully meets all the remedial action objectives.

The deposition of sediment, specific design considerations, and rationale associated with the bathymetric survey are provided in Section 2.2.1, Section 3.2.1, and Appendix B. Appendix B in the Basis of Design Report (BODR) describes the changes in the bathymetry of the site since 2005 and provides an estimate of the depth of the shot. Based on the most recent bathymetry taken in 2012 and as stated in Section 3.2.1, the lead shot in the dredge area is now covered with 1.5 feet to 2.5 feet of sediment.

Because of the changes in bathymetry, the majority of the sediment within the top 2.5 feet is unlikely to contain lead shot, and complete removal is unnecessary. The remedial action objectives can be met more cost effectively and with fewer disturbances by placement of a 12-inch-thick protective armor rock layer bedded on a 6-inch-thick sand filter layer, which removes the exposure pathway to the diving ducks. To avoid net changes in the current bathymetry, 1.5 feet of

sediment will be excavated prior to placement of the armor rock and bedding sand layers.

2.2) A sentence will be added to the paragraph clarifying that the description of the remedy is presented exactly as it was stated in the record of decision/final remedial action plan (ROD/final RAP) (ChaduxTt 2012). The intent of the bullets is to exactly reiterate the remedy description from the ROD/final RAP so that the proposed variances can be more easily understood. For this reason, the reference to Montezuma Wetlands will be retained.

If the dredge material is characterized as hazardous waste and cannot be placed in Site 01 or 02 at NAS Alameda, then it would be disposed of in a permitted hazardous waste landfill. However, based on existing data, there is no reason to expect that the sediment would be classified as hazardous waste.

2.3) Text will be added to the second paragraph on Page 4 clarifying the shift of the dredge area from that depicted in the Feasibility Study (FS) (Tetra Tech EM Inc. 2010). The location of the dredge area in the design is consistent with the remedy description in the ROD/final RAP, which states, "The remedy consists of focused dredging and backfill of the area within 75 feet of the shoreline." The inconsistency resulted from the inaccurate depiction of the shoreline and rip rap on the figures in the FS (Tetra Tech EM Inc. 2010).

Please see the response to comment 3 below on the excavation of the top 1.5 feet of sediment.

2.4) The memorandum to the Administrative Record will be prepared and submitted along with the Final Basis of Design Report (100 Percent Remedial Design). A draft memorandum will be provided to the regulatory agencies prior to finalization and submittal to the Administrative Record.

3. **Comment:** **<u>Section 3.2.1 – Limits of Dredging and Appendix B-Bathymetric Changes, Page 14</u>. Please clarify how the revised 1.5 feet dredging depth will create a final clean fill of 2.5 feet without an increase in sediment elevation.**

Response: The text will be revised for clarity to state that the exposure pathway for the diving duck is fully eliminated through placement of 12 inches of armor rock on a 6-inch bedding sand layer within 75 feet of the shoreline. Eighteen inches of sediment will be removed to make room for the layers of armor rock and bedding sand.

As stated in Section 3.2.1, the lead shot in the dredge area is now covered with 1.5 feet to 2.5 feet of sediment. As noted in the response to DTSC comment 2.1, there is no additional value gained in removing any additional sediment in light of the most recent bathymetric survey results, which

indicate that the majority of the sediment to be removed is newly deposited sediment and is unlikely to contain lead shot.

4. Comment: **<u>Figure 3-1, Dredge Area Limits, Page 15</u>. The figure was not revised to show the previous sampling locations with lead shot in the top 2 feet, as stated in the Response to Comments on the 30% RD which is included as Appendix F of the 90% RD. It is not clear that the revised dredge area includes the original area where lead shot was found in the top 2 feet of sediment. Please revise the figure to show the sampling locations with lead shot in the top 2 feet, as previously requested.**

Response: As indicated in response to DTSC general comment 2 in Appendix F of the 90 Percent Remedial Design (RD), Figure B1 shows the previous sample locations where lead shot was found within in the top 2 feet.

5. Comment: **<u>Section 3.2.3 – Protective Armor Layer, Page 18</u>.**

5.1) The depth of protective armor cover is described as 1-foot, which is not consistent with Appendix A which describes it at 10.5 inches thick. Please correct this discrepancy.

5.2) <u>Last paragraph</u>. The critical velocity calculations for evaluation of scouring of sediments in Clipper Cove is based on cohesive sediments such as Bay Mud and Sedflume studies on sediments from San Pablo Bay. There is no evidence presented that the shallow sediments in Clipper Cove are cohesive sediments. Please clarify if observations of sediments from previous sampling support the use of Bay Mud and Sedflume studies for the critical velocity calculations.

Response: 5.1) The calculated thickness of the armor cover layer, as stated in Appendix A, is a **minimum** of 10.5 inches. The final design dimension was selected as 12 inches which meets this design requirement, allows for a safety factor, and provides a dimension to the whole inch, which is the level of accuracy achievable in the field. The text in Appendix A will clarify that the selected design dimension is 12 inches.

5.2) The Final Remedial Investigation (Tetra Tech 2001) characterized the sediments as Older Bay Mud Formation, Sand Deposits, and Younger Bay Mud Formation, which are typically found within San Francisco Bay. The core samples have been generally described as silty clay, which indicates that the sediments are fine cohesive particles. The assumption that the sediments consist of fine silts and clays is a more conservative assumption than assuming that the sediments consist of sand particles. Therefore the observations of the sediments do support the use of Bay Mud and the Sedflume studies on Bay Mud for critical velocity calculations.

6. **Comment:** **<u>Section 3.4 – Land Use Control Remedial Design Criteria, Page 21</u>. Please delete "30 years" in the second bullet for Post Remedy Bathymetric Surveying since 5-year reviews are required as long as the use of the site is restricted. Monitoring and maintenance for 30 years is used only for cost estimating purposes in implementing a remedial action.**

Response: The second bullet will be edited to state, "Every 5 years after the remedy has been implemented."

7. **Comment:** **<u>Section 3.6 – Environmental Protection, Page 24</u>. It is not clear how background turbidity will be established (when or how long sampling will take place) or how the proposed background turbidity value will be approved by the regulatory agencies. Please revise this section to include when, and for how long the background turbidity monitoring will be conducted and that the proposed background value will be submitted to the regulatory agencies for approval.**

Response: As stated in the second paragraph of Section 3.6, the monitoring operations, sampling locations, and progressive action levels are described in more detail in Section 4.5, Water Quality Mitigation and Monitoring. The remedial design specifies the general requirements, and as stated in Section 4.5, the sampling and analysis plan developed by the remedial contractor will provide specific sample methodology and quality assurance procedures. Furthermore, the regulatory agencies will have the opportunity to review the sampling and analysis plan for the remedial action.

8. **Comment:** **<u>Table 3-4: Turbidity Monitoring Criteria, Page 24</u>. This table is not consistent with Section 4.5, which lists 30 NTU above background as the criteria for triggering corrective actions. Also there are two different compliance points described in Section 4.5. Please revise Table 3-4 to be consistent with Section 4.5.**

Response: Table 3-4 will be revised to indicate that 30 nephelometric turbidity units (NTU) is a trigger value for the near field sample location. The 30 NTU turbidity level is a control point for triggering additional operational procedures in a progressive manner. The 50 NTU turbidity level is considered the governing criterion that would stop work.

9. **Comment:** **<u>Section 4.2.4 – Potential Reuse Area Requirements, Pages 30-31</u>. Please discuss the alternative disposal of the dredged and dewatered sediment from Site 27 in the event the sampling acceptance criteria for landfill cover at Sites 01 and 02 at NAS Alameda were not met. If the dredged material with lead shot is classified as hazardous wastes, then these materials must be disposed at hazardous waste landfill and not at a CERCLA cleanup site like the Navy site in Alameda.**

Response: A sentence will be added to Section 4.2.4 indicating that if the sediment is classified as a hazardous waste, then the sediment will be disposed of at a permitted hazardous waste landfill. However, as noted in the response to DTSC comment 2.2, based on existing data, there is no reason to expect that the sediment would be classified as hazardous waste.

10. Comment: **<u>Section 4.5 – Water Quality Mitigation and Monitoring, Page 36.</u> Please discuss the rationale for selecting the near field and far field sampling locations.**

Response: Text will be added to Section 4.5 discussing the rationale for selecting the near and far field monitoring locations. The near field sample location was selected based on professional judgment to allow reaction time to changes in operational controls and turbidity concentrations. The far field sample location was selected to monitor impacts on the San Francisco Bay where the waters of the cove discharge on an ebb tide.

11. Comment: **<u>Section 4.6.1 – Verification of Remedial Objectives, Page 37.</u> Please clarify whether the 1.5 feet dredging depth is based on the 2008 FS or the 2012 bathymetric survey.**

Response: The text in Section 4.6.1 will be revised for clarity to indicate that the 1.5-foot dredging depth is based on the 2008 investigation conducted as part of the FS (Tetra Tech EM Inc. 2010) combined with the 2012 bathymetric survey and design requirements for the 12-inch protective armor rock and 6-inch filter layers.

12. Comment: **<u>Section 6.0 – Cost Estimate, Page 45 and Appendix D</u>. Please provide an estimate for disposal of dredged sediments at an alternate location such as a regulated landfill. The cost estimate should include: (1) disposal cost of the dredged materials to hazardous waste landfill(s) in case the material with lead shot is classified as hazardous waste; and (2) repair costs in the event that repair of the armor cover is needed.**

Response: The selected remedy is based on beneficial reuse of the sediments and does not include disposal of the dredge materials at a hazardous waste landfill, as indicated in the response to DTSC comment 2.2. The remedial cost estimate is based on the remedial design drawings and specifications for implementing the selected remedy. The remedial design specifies that the dredged sediments shall be transported and disposed in a beneficial reuse facility. Consequently, transportation and disposal costs of the sediments to a hazardous waste landfill would be work outside of the remedial design scope and therefore would not be included in the remedial design cost estimate. The cost for transportation and disposal to a Designated Waste-Class II landfill was evaluated in the Final Feasibility Study (Tetra Tech EMI Inc. 2010). Based on historical total lead concentrations there is no

reason to expect that the sediment would be classified as hazardous waste. Repair costs for the armor cover are not included in the design as those costs would be necessary only if the remedy failed. Remedy failure is not anticipated in the remedial design phase and are therefore, is not included in this report.

13. **Comment:** **<u>Appendix A – Protective Armor Layer Sizing, Section A5.1, Page A-19</u>. This section describes the protective armor layer as a 6-inch layer of sand and a 10.5-inch layer of cobbles. This is a 16.5-inch layer, but the text and drawings indicate that the protective layer will be 1.5-foot, or 18-inch layer. Please correct this discrepancy.**

Response: Please see the response to DTSC comment 5 above.

14. **Comment:** **<u>Appendix C – Land Use Control Remedial Design</u>.**

14.1) <u>Section 1.0-Purpose, Page 1</u>. The second paragraph states "This LUC RD/RAWP is a primary document ..." Please clarify if this 90% RD includes the RAWP. Section 4.3 states the source and type of backfill will be addressed as part of the RAWP prepared by the remedial contractor.

14.2) <u>Section 4.2-Legal Mechanisms Following Conveyance, Page 3</u>. Please include the Navy/DTSC MOA regarding Covenant to Restrict Use of Property (CRUP). A list of restrictive covenants or deed restrictions from the MOA applicable to Site 27 should be included in this LUC RD, since the LUC RD will be the basis in developing the CRUP. *(After talking to our Counsel, it is not necessary to include the 2000 MOA and model Land Use Covenant or CRUP in the LUC RD since the model language has changed. However, a list of restrictions should be included in the LUC RD.)*

14.3) <u>Attachment B, IC Compliance Monitoring Report, Certification Checklist, Page B-1</u>. Please use the attached EPA's guidance "Sample Federal Facility Land Use Control ROD Checklist with Suggested Language (LUC Checklist)" that is attached to EPA's 1/4/2013 memorandum to Regional Federal Facility Program Managers. The guidance provides direction on describing and documenting land use controls in federal facility response actions under CERCLA in RODs, RDs and RAWPs.

Response: 14.1) The Land Use Control Remedial Design (LUC RD) does not include the remedial action work plan (RAWP), which will be prepared by the remedial contractor. The text in Section 1.0 of the LUC RD will be revised to remove mention of the RAWP and will state, "This LUC RD is a primary document."

14.2) Section 4.1 of the LUC RD sets forth the institutional control performance objectives and provides a list of restrictions, including restrictions on disturbance of sediments, restrictions on disturbance of the armor layer, and the requirement for preparation and maintenance of a site management plan. The site management plan prepared by the future owner will provide the specific requirements and methods of implementation of the LUCs.

14.3) The LUC RD contains all of the essential language described in the "Sample Federal Facility Land Use Control ROD Checklist with Suggested Language." The guidance states that items 10-19 should be included in the LUC RD or RAWP. Because the sample checklist is only partially applicable, it could be confusing to include the entire list. Please note that all suggested items are addressed in the LUC RD as indicated below:

- Item 10 of the checklist is addressed in the LUC RD in Section 5.1, Item 9, page 7.
- Item 11 of the checklist is addressed in the LUC RD in Section 5.1, Item 8, pages 6-7.
- Item 12 of the checklist is addressed in the LUC RD in Section 5.2, Item 3, page 9.
- Item 13 of the checklist is addressed in the LUC RD in Section 5.1, Item 6, page 6.
- Item 14 of the checklist is addressed in the LUC RD in Section 5.1, Item 10, page 7.
- Item 15 of the checklist is addressed in the LUC RD in Section 5.2, Item 2, page 9.
- Item 16 of the checklist states that a comprehensive list of LUCs should be included, but if the description in the ROD is comprehensive, it could substitute the listing in the LUC RD or RAWP. At Site 27, the LUC RD and ROD generally describes the LUCs. As stated in response to comment 14a, the site management plan prepared by the future owner will provide the specific requirements and methods of implementation of the LUCs.
- Item 17 of the checklist applies to active facilities and is therefore not applicable to Site 27.
- Item 18 of the checklist is addressed in the LUC RD in Section 4.2, page 3.
- Item 19 of the checklist addressed pre-transfer LUCs, and because there are no pre-transfer LUCs, it is not applicable to Site 27.

RESPONSES TO CDFW-OSPR COMMENTS

1. Comment: **Page 3, Section 1.5 Design Variances from the Record of Decision.**

   a. **Please remove all references in the document to Montezuma Wetlands as a beneficial reuse site, in light of the lead shot in the sediment, as well as the Navy's response to Department of Toxic Substances Control (DTSC) Comment 5. Beneficial reuse sites should exclude areas where sediment containing lead shot might be in continuous contact with water, or soil with a pH less than 8. Such conditions could accelerate the transport of lead to the surrounding soil or water.**

   b. **CDFW-OSPR has concerns with the Navy's selection of the former Naval Air Station Alameda as a reuse site for lead shot contaminated dredged sediments as indicated here: "The dredged sediments will be beneficially reused with in installation restoration sites located on the former Naval Air Station Alameda Island (NAS Alameda). The sediments will not require dewatering onshore prior to transport to NAS Alameda but will be dewatered at NAS Alameda's dewatering pad prior to reuse." The Navy's transport to and use of the dewatering pad at Alameda for Site 27 sediments could have impacts on the California Least Tern colony present near the dewatering pad. CDFW-OSPR requests the Navy consult with CDFW-OSPR and U.S. Fish and Wildlife Service (USFWS) prior to any action that might affect the Federal and State listed as endangered and State Fully Protected California Least Tern.**

Response:

a. The BODR text will be modified to clarify that the description of the remedy is replicated exactly as it was presented originally in the ROD/final RAP (ChaduxTt 2012). The bullets exactly reiterate the remedy description from the ROD/final RAP so that the proposed variances can be more easily understood. For this reason, the reference to Montezuma Wetlands will be retained.

   The dredged sediments will be beneficially used as subgrade material for the landfill cap. The landfill cap will include an impermeable geomembrane that will isolate the sediments from water and prevent contact with any receptors.

   In addition, the dredged sediments are not expected to have significant lead shot because of the sediment deposition that has occurred at Site 27 and the reduction in the dredge depth to 1.5 feet. Sediment samples collected during the remedial investigation did not have high metal concentrations. Therefore it is highly unlikely the lead poses a risk to the environment under these conditions.

b. The Navy will coordinate with the CDFW-OSPR and USFWS prior to any action that may affect the California Least Tern. The consultation regulations in 50 CFR Part 402 are administrative in nature and are therefore not ARARs. However, the Navy acknowledges that the substantive provisions of 16 USC Sections 1531-1543 are ARARs for a response action at or near endangered species habitats. The Navy will coordinate with the CDFW-OSPR and USFWS prior to any action that may affect the California Least Tern.

Remediation efforts at Alameda Island and at the dewatering pad (Installation Restoration [IR] Site 17) have been underway for several years. Sediment delivered to Alameda Island for reuse will be subject to the environmental controls established for the IR sites. Work at IR Site 17 is regulated during the California Least Tern (CLT) mating and nesting season (March 15 to August 01 because of the potential for the CLT to forage in the area). The offloading of the sediments at IR Site 17 is planned to occur during the CLT restricted work window in order to accommodate the National Marine Fisheries dredging work window for San Francisco Bay. A biologist, trained to observe foraging activities and qualified to determine if off-loading work is impacting CLT activities, will be onsite to monitor the work. Two projects have been completed in the area during the nesting season and those activities were monitored and documented by a biologist. No reports of impacts to the CLTs were documented by the biologist or the regulatory agencies.

2. **Comment:** **<u>Page 13, Section 3.1 Design Objectives</u>. CDFW-OSPR requests the Navy provide a copy of the minutes for the design coordination meeting on May 2, 2012 to CDFW-OSPR.**

Response: The Navy will provide a copy of the minutes of the design coordination meeting on May 2, 2012, to CDFW-OSPR.

3. **Comment:** **<u>Page 21, Table 3-3</u>: LUC [Land use controls] Remedial Performance Objectives. CDFW-OSPR requests that the Post Remedy Bathymetric Surveying also include surveys within 6 months of any expansion activities of the marina to ensure the engineered backfill remains stable and the remedy remains protective.**

Response: Any expansion of the marina must be conducted in accordance with the institutional control (IC) performance objectives set forth in the LUC RD, which includes the preparation and maintenance of a site management plan (SMP). The SMP, which will be prepared by the transferee, will set forth the specific restrictions necessary to ensure the integrity of the remedy and could include survey requirements. The LUC RD requires that the transferee must notify and obtain approval from the Navy of any

proposals for a use change at Site 27 inconsistent with the IC use restrictions described in the LUC RD. The transferee must then obtain the approval of the appropriate agencies for any proposed change in land use. The Navy believes that these requirements are sufficient to ensure the protectiveness of the remedy and that at this time additional survey requirements are not needed. However, as described in the LUC RD, any site expansion proposal will require the evaluation of additional site controls or inspection requirements.

4. **Comment:** **Pages 30-31, Section 4.2.4 Potential Reuse Area Requirements.**

a. **The Navy states, "The sediments will be reused as subgrade material beneath the cap of the landfill. Thereby the lead shot will be immobilized and pose no human or environmental risk. The sediment will initially be offloaded from the barge to a dewatering pad located at IR [Installation Restoration] 17, known as the Seaplane Lagoon. When sufficiently dry, the dredged sediment will be screened and sampled to evaluate its acceptance for reuse at IR Sites 01 and 02 and then transported and placed as subgrade material." Please see CDFW-OSPR's response to Comment #1.**

b. **The Navy states, "The historical chemical concentrations for the sediments dredged from Site 27 are below the Federal and California hazardous waste criteria and would be acceptable for placement as subgrade material." CDFW-OSPR requests the Navy verify that Federal and California hazardous waste criteria have not changed and the "historical chemical concentrations" remain below current criteria levels.**

Response:

a. Please see the response to CDFW-OSPR comment 1b above.

b. The current federal and California hazardous waste criteria have not changed since the ROD/final RAP (Navy 2012). Historical total lead concentration results for the sediments in Clipper Cove ranged from 6.3 milligrams per kilogram (mg/kg) to 54.5 mg/kg, which were significantly less than the California hazardous waste criteria for Total Threshold Limit Concentration (TTLC) of 1,000 mg/kg. As stated in the response to comment 1a, the dredge sediments will be mostly sediments free of lead shot, and high lead concentrations are not expected. The sediments will be sampled and analyzed to determine whether concentrations are below the hazardous waste criteria prior to dredging. If the dredge material is characterized as hazardous waste and cannot be placed in IRP Site 01 or 02 at NAS Alameda, then it would be disposed of in a permitted hazardous waste landfill. However, based on existing data, there is no reason to expect that the sediment would be classified as hazardous waste.

5. **Comment:** **<u>Page 35, Section 4.4 Resuspension Controls</u>. The Navy states, "If the standards are not met, the contractor will be required to cease operation and modify operations or controls sufficiently to comply." CDFW-OSPR requests that the Navy include a time frame in which the contractor must take "action" when a turbidity "action level" is exceeded, including ceasing operations if standards are not met. CDFW-OSPR recommends including the requirement that the contractor must take action within one hour of action level exceedances.**

Response: The text will be modified to explain that the 30 NTU near-field action level will trigger an examination of the cause or the turbidity and likelihood of exceeding the 50 NTU action level at the far-field location. The intent of the near-field monitoring is to provide a window of time in which the cause of the turbidity can be examined, and any corrective action that is required to ensure the 50 NTU far-field action level is not exceeded. As noted below in response to DTSC comment 6b, the text will also be revised to indicate that a stop-work action at the near field sampling point will be required when turbidity values exceed 75 NTU. The work will be stopped at the near field location if turbidity values exceed 75 NTU to prevent an increase in turbidity that results in the far field stop work action level exceeding 50 NTU. If the far field action level is exceeded, work will stop immediately.

6. **Comment:** **<u>Page 36, Table 4-4: Water Monitoring Regime</u>.**

   a. **CDFW-OSPR does not believe the frequency of near-site and far-site turbidity monitoring is sufficient to be protective of the environment and marine species. Exceedances of the near-site action level could continue for 48 hours prior to the Navy taking a stop work action. Exceedances of the far-field action level could continue for 24 hours prior to the Navy taking a stop work action. CDFW-OSPR does not believe that turbidity exceedances for such extended periods of time would be protective of the environment and marine species near the site.**

   b. **CDFW-OSPR requests the Navy include a "stop work action" and an "action level" for the Near-Field Sampling Point.**

   c. **CDFW-OSPR requests the Navy define "Near-Field" and "Far-Field" as far as location and distances to allow CDFW-OSPR to determine the effectiveness of the Navy's water quality mitigation and monitoring.**

   d. **CDFW-OSPR requests the Navy describe how "Near-Field" and "Far-Field" background turbidity levels will be determined and if different background values will be used for "Near-Field" verses "Far-Field".**

e. **CDFW-OSPR requests the Navy provide information on the Quality Control and calibration procedures as well as the frequency of the turbidity monitoring for the devises to be used.**

Response:

a. One day in the context of turbidity monitoring is considered a workday of 8-10 hours. The text will be clarified to define a day as 8-10 hours. In addition, the text will be modified to increase the sample frequency at the near field sample point to 4 times per workday and the far field sampling point to 2 times per workday. This provides sampling approximately every 2 hours for the near field sampling point and every 4 hours for the far field sampling point based on an 8-hour workday.

b. The text will be modified to add a stop-work action at the near field sampling point when turbidity values exceed 75 NTU.

c. The text in Section 4.5 will be modified to clarify the near field sampling pint will be located 500 feet east of the active dredging. The text in Section 4.5 states that the far field sampling location will be located at the entrance of the cove in the middle between Treasure Island and Yerba Buena Island. This part of the text will remain as stated.

d. The text in Section 4.5 describes how the background turbidity value is to be determined. The contractor's RAWP will provide specific details of the sampling plan. The text will be clarified to state that the background sample as described would be used for both the near field sample location and the far field sample location.

e. The Navy's RAWP, which will be provided to the regulatory agencies, including CDFW-OSPR, for review, will provide the specific equipment to be used, quality control and calibration procedures, and sampling frequency of the instrument.

7. **Comment:** **<u>Page 35, Section 5.1 Federal Requirements</u>. The text states, "Relevant provisions of the Resources Conservation and Recovery Act (RCRA), the Coastal Zone Management Act (CZMA), the Endangered Species Act, the Migratory Bird Treaty Act, the Marine Mammal Protection Act, the Rivers and Harbor Act, and the Clean Water Act were identified in the ROD/Final RAP as ARARs."**

a. **RCRA. CDFW-OSPR requests the Navy verify that the dredged material will be sampled and tested for radioactive contamination before being transported off site.**

Response: The sediment samples will be analyzed for radioactivity as part of the Alameda Island IR Site 01 and 02 sampling program since the facility requires radioactivity testing. As described in the Site 27 BODR, sediment sampling will be conducted prior to the start of dredging activities to

confirm the material meets the acceptance criteria for IR Site 01 and 02. The Site 27 BODR does not specifically require any testing for radioactivity prior to transport off site because Site 27 is not a radiologically impacted site. The text in the BODR does not require modification since it states that the sediments will be sampled and analyzed for comparison with NAS Alameda acceptance criteria.

8. Comment: **<u>Page 44, Section 5.2 State Requirements</u>. The text states, "Relevant provisions of the California Code of Regulations pertaining to hazardous and solid waste, the McAteer-Petris Act, the California Fish and Game Code, the California Civil Code, and the California Health and Safety Code were identified in the ROD/Final RAP as ARARs."**

   a. **California Fish and Game Code Sections 2080 and 3511. CDFW-OSPR requests the Navy consult with both CDFW-OSPR and the USFWS prior to transport of sediment to the dewatering pad at Alameda, Site 17 because such activities have the potential to impact the California Least Tern colony present near the dewatering pad. California Least Terns are Federal and State listed as endangered, and State Fully Protected. Please see CDFW-OSPR' s response to Comment #1.b.**

Response: See the response to CDFW-OSPR comment 1b.

9. Comment: **<u>Attachment A1, Calculations of Prop Wash and Wave Induced Bottom Velocities</u>. CDFW-OSPR would like to confirm that all the calculations have been checked. The Calculation Sheet indicated that calculations are to be checked. The "Checked by" box at the top of the Calculation Sheet does not indicate the name of the person that checked the calculations nor the date on which they were checked. CDFW-OSPR requests the Navy provide completed data calculation sheets with the name of the person who checked the data as well as the date the data was checked, in the Final document. This comment applies to all data sheets in Attachment A1.**

Response: The final quality control check and sign-off on the calculations will be completed prior to the 100 Percent Remedial Design.

10. Comment: **<u>Attachment A2, Calculations for Critical Velocity of Protective Armor Material</u>. CDFW-OSPR would like to confirm that all the calculations have been checked. The Calculation Sheet indicated that calculations are to be checked. The "Checked by" box at the top of the Calculation Sheet does not indicate the name of the person that checked the calculations nor the date on which they were checked. CDFW-OSPR requests the Navy provide completed data calculation sheets with the name of the person who checked the data as well as the date**

the data was checked, in the Final document. This comment applies to all data sheets in Attachment A2.

Response: The final quality control check and sign-off on the calculations will be completed prior to the 100 Percent Remedial Design.

11. **Comment:** **<u>Attachment A3, Calculations for Critical Shear Stress and Scour Depth of Bay Mud</u>. CDFW-OSPR would like to confirm that all the calculations have been checked. The Calculation Sheet indicated that calculations are to be checked. The "Checked by" box at the top of the Calculation Sheet does not indicate the name of the person that checked the calculations nor the date on which they were checked. CDFW-OSPR requests the Navy provide completed data calculation sheets with the name of the person who checked the data as well as the date the data was checked, in the Final document. This comment applies to all data sheets in Attachment A3.**

Response: The final quality control check and sign-off on the calculations will be completed prior to the 100 Percent Remedial Design.

12. **Comment:** **<u>Appendix F, Response to Regulatory Agency Comments on Draft Basis of Design Report, Page F-12</u>. Responses to BCDC [Bay Conservation and Development Commission] Comments. The Navy's response to BCDC Comment 1.b. states, "Based on scientific ecological analysis and consultation with federal and state agencies, a minor amount of filling may be authorized to enhance or restore habitat if no other method of enhancement or restoration is feasible (San Francisco Bay Plan, March 2012)." CDFW-OSPR requests that the Navy provide details on how "a minor amount of filling" would qualify as enhancing or restoring habitat and provide a description of other enhancement or restoration methods for agency consideration.**

Response: The Navy's response to BCDC comment 1b in Appendix F of the Draft Final BODR included a summary of the Bay Plan Subtidal Areas policy, which includes the policy that a minor amount of filling may be authorized to enhance or restore habitat if no other method of enhancement or restoration is feasible. As explained in the Navy's response, the backfill and protective armor layer are necessary to effectively prevent access by diving ducks to underlying lead shot. Ultimately, the armor layer and sand bedding will not result in any net bathymetric changes because dredging will occur first and the armor layer will protect the environment because diving ducks will not be exposed to lead shot.

13. **Comment:** **<u>Appendix F, Response to Regulatory Agency Comments on Draft Basis of Design Report, Page F-14</u>. Responses to BCDC Comments. The Navy's response to BCDC Comment 1.e. states, "...The Navy identified the Federal and California Endangered Species Act as ARARs in the ROD/final RAP and will comply with these requirements to protect endangered or threatened species during implementation of the remedy. The remedial design specifications will specify any restrictions associated with the dredging operations, including any applicable in-water work windows, required to meet the ARARs in the ROD/final RAP. Under the CERCLA program, the Navy is not required to consult with the National Oceanic and Atmospheric Administration (NOAA) or the U.S. Fish and Wildlife Services for implementation of the remedy at this site. The requirements of Section 7(a) (50 Code of Federal Regulations [CFR] Part 402) of the Endangered Species Act, which require consultation with USFWS are procedural in nature and are not substantive requirements. The Navy believes that coordination with agencies regarding listed species and critical habitats during the normal CERCLA process through document review and agency input is sufficient to satisfy the substantive requirements of the Endangered Species Act as well as the CERCLA/NCP requirements to coordinate with natural resource agencies." CDFW-OSPR disagrees with the Navy's response. The "take" of federal endangered species is unlawful unless an exception applies pursuant to 16 USC section 1539. DFW-OSPR encourages the Navy to communicate with USFWS to determine whether 1). incident take is likely as a result of the proposed remedial action, and 2). whether the USFWS can permit such incidental take pursuant to authorized conditions in the Federal Endangered Species Act.**

Response: The Navy does not expect there to be any incidental take as a result of implementing the remedial action. However, the Navy will coordinate with the CDFW-OSPR and USFWS prior to any action that may affect protected species. As stated in response to BCDC comment 1e in Appendix F, the Navy will conduct the remedy during the in-water work window. In the ROD, the Navy identified the substantive provisions of 16 U.S.C. Sections 1531-1543 as applicable or relevant and appropriate requirements (ARAR) for endangered species present at the site, and for remedial actions at or near threatened or endangered species habitats. The remedy will be implemented in accordance with the ARARs identified. The remedial design includes actions that will be taken to meet the substantive requirements during implementation of the remedy, including turbidity monitoring and control, and working during the dredging work window established by the National Marine Fisheries Service for Central San Francisco Bay. The Remedial Action Work Plan, which is being prepared by the remedial contractor, will provide additional details on avoidance and minimization measures to be performed during execution of the work.

14. Comment: **<u>Appendix F, Response to Regulatory Agency Comments on Draft Basis of Design Report, Page F-20</u>. Responses to DFG-OSPR Comments. The Navy's response to DFG-OSPR Specific Comment 5 states, "...An electronic copy of the Final RI from 2001 will be provided if needed; however, the Navy is not seeking DFG-OSPR comment on the State accepted Final Remedial Investigation at this time." CDFW-OSPR accepts the Navy's offer to provide an electronic copy of the Final RI. The RI has been referenced in the current document as a source of data or information from which decisions have been made, that CDFW-OSPR has not had an opportunity to review.**

Response: The Navy will provide an electronic copy of the final RI report (Tetra Tech 2001).

RESPONSES TO WATER BOARD COMMENTS (MYRIAM ZECH)

1. Comment: **You state in Appendix E (Technical Specifications and Design Drawings) that the dredging work window is from July 1 to November 30. Meanwhile, every year California least terns migrate to Alameda Point in the early Spring and leave in the Fall, usually around mid-August. Have you considered timing the dredging so that the laying down of the sediment for dewatering at Alameda's dewatering pad at Seaplane lagoon will occur after the least terns have departed? How will all bird species be protected from ingestion of lead shot?**

Response: Based on the National Marine Fisheries Service dredge work window, the dredging restriction applies only if there is an impact to eel grass habitat. The dewatering pad located at Alameda Island is currently in operation all year, and the dewatering of the sediments from Clipper Cove would not pose an additional impact at Alameda. See response to CDFW-OSPR Comment 1.b. Because of the sediment deposition that has occurred at Site 27 and the reduction in the dredge depth to 1.5 feet, most of the sediment is expected to be free of lead shot and would not pose a significant risk to bird species during dewatering, and particularly not to the terns, which forage in open water.

2. Comment: **Have you considered sampling sediment for reuse after dewatering, considering that it is possible that metal concentrations may increase after the sediments are dry?**

Response: The sediments will be sampled for characterization prior to dredging to ensure that they meet the disposal criteria at Alameda landfills. The dredged sediments are not expected to have significant lead shot because they consist of newly deposited sediments, and because previous sampling of the sediments within Clipper Cove did not find high total metal

concentrations. In addition, the dredged sediment will be used as foundation material beneath the cap, eliminating the risk exposure of the lead shot.

RESPONSES TO BCDC COMMENTS (BRENDA GOEDEN)

1. **Comment:** **The Commission's previous comment letters described the Commission's laws and policies applicable to the proposed project activities. Per the Coastal Zone Management, the project must be consistent with the San Francisco Bay Plan (the Coastal Zone Management Plan) to the maximum extent practicable. The project, as currently described, raises significant concerns for the Commission staff, specifically in regards to the Bay Fill, Fish, Other Aquatic Organisms and Subtidal Areas policies.**

   Response: The selected remedy, as formalized in the state-accepted ROD, was selected based on an extensive evaluation of alternatives, taking into consideration overall protection of human health and the environment as well as the other criteria set forth in the NCP. Please refer to response to Comment 2.

2. **Comment:** **To be consistent to the maximum extent practicable, the project should minimize the amount of fill in the Bay necessary to achieve the project and the public benefits of the fill must clearly exceed the public detriments. In order to assure that no excess fill is associated with the project, backfilling should only occur to the current elevation. To minimize impacts to the subtidal habitat and to fish, other aquatic organisms and wildlife, backfill materials should replicate the existing bottom type. Specific aspects of the proposed project requiring revision for compliance with the following Bay Plan policies *[Note: The specific Bay Plan policies are set forth in BCDC's subsequent comments, below.]*:**

   Response: As previously described in the response to regulatory agency comments provided in Appendix F of the Draft Final BODR, the selected remedy will not result in excess fill above existing elevations because the armor rock and bedding sand match the dredging depths.

   During development of focused dredging as an alternative in the FS, it was determined that sand and mud may not be adequately protective without a rock armor layer, based on previous bathymetric surveys indicating the area may experience erosion as well as accretion, and the potential for erosion from wave action and propeller wash. It was noted in the description of alternative 2 in the FS (Tetra Tech EM Inc. 2010) and the remedy in the signed ROD/final RAP (ChaduxTt 2012) that the backfill must remain stable and protective under erosional conditions.

   The Navy believes that the remedy is consistent with Bay Plan policies. The Bay Plan's "Policies Concerning Fills in Accord with the Bay Plan" states that a proposed project should be approved if the filling is the

minimum necessary to achieve its purpose and if it meets one of the following three conditions:

a. The filling is in accord with the Bay Plan policies as to the Bay related purposes for which filling may be needed (i.e., ports, water-related industry, and water-related recreation) and is shown on the Bay Plan maps as likely to be needed; or

b. The filling is in accord with Bay Plan policies as to purposes for which some fill may be needed if there is no other alternative (i.e., airports, roads, and utility routes); or

c. The filling is in accord with the Bay Plan policies as to minor fills for improving shoreline appearance or public access.

(San Francisco Bay Plan, BCDC 2012)

The remedy for Site 27 complies with this policy. Backfill is limited to the minimum amount necessary to replace the dredge material with protective rock armor as required to implement the remedy. The Navy believes that the alternative does not involve filling of the bay because the fill material is placed only to bring the contours to their original elevation. As a result, the alternative does not alter the contours of the bay.

The remedy also complies with the "Fish, Other Aquatic Organisms and Wildlife" policy of the Bay Plan, which states in part, "to assure the benefits of fish, other aquatic organisms and wildlife for future generations, to the greatest extent feasible, the Bay's tidal marshes, tidal flats, and subtidal habitat should be conserved, restored and increased."

As part of the CERCLA document preparation and review process, the Navy and regulatory agencies, including DFW, determined that the selected remedy would be protective of the environment (ChaduxTt 2012). In addition to the Bay Plan, the Navy identified specified provisions of the Federal Endangered Species Act, the Marine Mammal Protection Act, the Clean Water Act, and California Fish and Game Code Sections 2080, 3511 and 5650(a) & (b) as ARARs. The Navy will comply with these ARARs, which will result in protection of fish and other aquatic organisms to the maximum extent feasible.

3. **Comment:** **The placement of a protective armor layer. In our previous comment letters, Commission staff recommended, and continues to recommend that the remediation project use material that replicate the existing bottom type. This recommendation is based upon Bay Plan policies on Subtidal Areas, Fill in Accord with the Bay Plan, and Mitigation. In addition, our July 2, 2011 letter requested additional information to properly analyze the project, including a description of the need to backfill the area with sand and rock rather than sand or bay mud. While the 90%BODR describes the size of rock necessary to prevent scour from three boat types (Table 3-2), Table 3-8 of the Draft Basis of Design Report describes land use restrictions that would allow for a**

project design .without armor protection ("Limit vessel sizes that would cause scouring of the bottom sediments"). With this alternative available, the Commission would be unable to concur with the placement of an armor protective layer.

Response: During development of focused dredging as an alternative in the FS, it was determined that sand and mud may not be adequately protective without a rock armor layer. This is based on previous bathymetric surveys indicating the area may experience erosion as well as accretion, and given the potential for erosion from wave action and propeller wash in the nearshore area. The backfill must remain stable and protective under erosional conditions.

Although the Draft BODR includes Table 3-8, the draft final document does not include the referenced table. As stated in Section 3.4.1, the specific land use restrictions of the site will be provided in a site management plan prepared by the future owner. The description of the restricted activities without armor protection in the previous Table 3-8 referred to those areas of the site outside of the dredged area, and this table was not intended to suggest that the dredged area backfill would not require a rock armor layer. Land use restriction alternatives alone restricting vessel size and usage are not protective of the habitat because (1) there is potential for erosion from wind and wave action, (2) they would alter the current use of the marina, and (3) there is no guarantee of complete enforcement of and compliance with the restrictions.

4. **Comment:** **<u>The Alteration of Subtidal Habitat</u>. Bay Plan policy on Mitigation states that "Mitigation for direct or indirect effects on the environment, including to land, air, water, minerals, flora, fauna, and objects of historic or aesthetic significance, includes the following actions, taken in sequence: (1) avoiding the impact; (2) minimizing the impact; (3) repairing, rehabilitating, or restoring the impact; (4) compensating for the impact by replacing or providing substitute resources, thus providing compensatory mitigation". At present, the 90% BODR meets (1) and (2), but the replacement of mud or silt subtidal habitat used by foraging diving ducks with an armoring fails to "repair, rehabilitate or restore" the impacted subtidal area. The Commission would therefore be unable to concur with the project without either (1) full repair, rehabilitation or restoration of the naturally occurring subtidal habitat; or (2) compensatory mitigation.**

Response: As previously described in the response to regulatory agency comments provided in Appendix F of the Draft Final BODR, the Navy believes that the remedy complies with the Bay Plan's "Subtidal Areas Policy" and "Policy on Mitigation" to the maximum extent practicable.

The Subtidal Areas Policy contains the following key elements that are relevant to this project:

- Any proposed filling or dredging project in a subtidal area should be thoroughly evaluated to determine the local and Bay-wide effect of the project on the introduction or spread of invasive species; tidal hydrology and sediment movement; fish, other aquatic organisms and plans, and the bay's bathymetry.
- Conserve subtidal areas that are scarce or have an abundance and diversity of fish, other aquatic organisms and filling should be allowed only if there is not feasible alternative and the project provides substantial public benefits.
- Subtidal restoration projects should be designed to promote an abundance and diversity of fish, other aquatic organisms, and wildlife and restore rare subtidal areas. Restoration projects should include clear and specific long- and short-term goals and success criteria and a monitoring program to assess the sustainability of the project.
- Based on scientific ecological analysis and consultation with federal and state agencies, a minor amount of filling may be authorized to enhance or restore habitat if no other method of enhancement or restoration is feasible.

(San Francisco Bay Plan, BCDC 2012)

The subtidal area of this project does not have a unique abundance and diversity of fish, aquatic organisms, and wildlife (such as fish spawning and nursery habitat, sandy deep water, or underwater pinnacles). This remedy, which has been thoroughly evaluated through the CERCLA process, includes smaller dredge volumes and provides substantial environmental benefits.

The remedy also complies with the Bay Plan Policy on Mitigation. The backfill and a protective armor layer are necessary to effectively prevent access by diving ducks to underlying lead shot. The protective armor layer is intended to protect the sand backfill from tidal erosion, erosion from propeller wash, and ship wake. The backfill material will meet the chemical requirements for fill material to ensure the material is protective of the environment and does not contribute to contamination of the site.

5. **Comment:** **<u>Design Variances from the Record of Decision</u>. The ROD/Final RAP states the selection of Alternative 2b, which is for the removal of sediment located within 75 feet from the shoreline to a depth of at least 2.5 feet. The 90% BODR adjusts this design for dredging to a shallower depth (1.5 feet). The design depth of 2.5 feet was identified by a lead shot investigation in the nearshore area of Site 27. This investigation has not been replicated, and therefore there is no equivalent basis for a dredge depth of shallower than 2.5 feet. Commission staff continues to strongly advise that the original project specification be followed or institutional controls be implemented to**

prevent access of vessels that can create prop wash sufficient to cause scour of the sediment to the area of concern.

Response: As stated in Section 3.2.1, the lead shot in the dredge area is now covered with 1.5 feet to 2.5 feet of sediment based on the most recent bathymetric survey and estimation of lead shot depth. Appendix B in the Draft Final BODR describes the changes in the bathymetry of the site since 2005 and provides an estimate of the depth of the shot. There is no additional value gained in removing 2.5 feet of sediment in light of the most recent bathymetric survey results, which indicate the majority of the sediment to be removed is clean and is unlikely to contain lead shot. The remedial objective is met with the placement of the protective armor rock layer, which removes the exposure pathway to the diving ducks and maintains the current use of the marina and maintains the current contour of Clipper Cove

6. Comment: **<u>Design Feasibility</u>. As noted in our August 17, 2012 comment letter, the Draft Basis of Design Report (July 16, 2012) states "consideration should be given toward dredging more shallowly than 2.5 feet" (Appendix B, Conclusions). In the same comment letter, Commission staff noted "the technical capacity and efficiency for shallow-depth and highly localized dredging and backfilling at the project site has not been demonstrated. To ensure that all lead shot within 2 feet of the surface is removed, and a sufficient 2-foot layer of clean sand is in place between all remaining lead shot and the surface, the original project specification should be followed". The 90% BODR has changed the remedy design from dredging to a depth of 2.5 feet to a depth of 1.5 feet. The technical capacity and efficiency for shallow-depth and highly localized dredging and backfilling at the project site remains unproven. Commission staff continue to strongly advise that original project specification be followed or institutional controls be implemented to prevent access of vessel that can create prop wash sufficient to cause scour of the sediment to the area of concern.**

Response: The remedial action objectives in the ROD are fully met through the use of the armor rock layer, which will effectively remove the exposure pathway for diving ducks. Any additional dredging below 1.5 feet fails to provide superior environmental protection, but the additional dredging would disturb more in situ contaminated material, result in additional disposal and fill quantities, and cost more. Dredging lower than 1.5 feet does not improve the remedy and has additional negative impacts to the environment and execution of the remedy.

A constructability review was completed for dredging of the area and placement of the filter and protective armor layer. Based on this constructability review and discussions with dredging contractors, dredging to a minimum dredge depth of 1.5 feet and placement of the filter layer and protective armor layer, as shown on the design drawings, is practical and achievable.

6. Comment: **Described clearly *[sic]*. Commission staff specifically requested a description of any sediment sampling and bathymetric surveying that will be completed as part of the monitoring efforts. Commission staff have specified that monitoring should occur annually within the first five years following the placement of all backfill material. At present, the project includes Remedy Sediment Monitoring, and Post-Remedy Bathymetric Surveying as Land Use Control Remedial Performance Objectives (90% BODR, page 21). The Remedy Sediment Monitoring requires baseline monitoring and Post-construction monitoring, but no detailed description of the monitoring plan is provided. The Post-Remedy Bathymetric Surveying requires bathymetric surveying one year after the remedy has been implemented and every 5 years after the remedy has been implemented, for 30 years. For the Commission to concur with the project, the project must include a monitoring plan that includes a detailed description of sediment sampling and analyses and bathymetric surveying to be completed as part of the monitoring efforts, as well as providing these reports to the Commission as well pertinent regulatory agencies within 3 months of monitoring activity. The bathymetric surveying must be designed sufficiently for confirmation of engineered backfill stability.**

Response: The monitoring plan is being prepared and will be submitted for regulatory review as part of the remedial construction work plans. Consistent with the CERCLA process being followed for this project, the Navy evaluated sediment monitoring, which as presented in the final FS included monitoring 1 year after the remedy is implemented and every 5 years after remedy implementation. The BODR also includes monitoring 1 year after the remedy and CERCLA 5-year reviews and bathymetric surveys. If a bathymetric survey indicates the backfill has shifted significantly, measures will be taken to stabilize it and ensure the remedy remains protective. The long-term monitoring, which was evaluated by the regulatory agencies as part of the CERCLA Feasibility Study process and described in the final FS and signed ROD/final RAP, does not include sediment sampling. Sediment sampling was not considered a requirement of the remedy because the single exposure risk was the lead shot residing beneath the sediment to diving ducks. The Remedial Investigation and Feasibility Study did not identify any other environmental or human health risks associated with contaminant concentrations. The exposure pathway to the diving ducks is eliminated by the placement of the protective armor layer and sediment sampling would not provide information relative to the effectiveness of the remedy.

7. Comment: **<u>Environmental Work Window</u>. As stated in our July 2011 comment letter, "In order to reduce the potential impacts of the project on migratory fish, the Commission's policies on dredging require that consultations with the resource agencies be completed and the results provided to the Commission. Further, the Commission's**

policies on fish, other aquatic organisms and wild seek to avoid or minimize impacts to listed and native species. As part of your planning for this project, you may want to consider proposing to do the in-water work during the environmental work windows established for maintenance dredging projects through the LTMS programmatic biological opinions. Please consult with NOAA Fisheries and the U.S. Fish and Wildlife Service to ensure protection of endangered or threatened species".

Response: As suggested, the 90% BODR incorporated the environmental work windows into the remedial design Technical Specification Section 01 11 00, "Summary of Work" which requires all in water work to be conducted during the dredging work window from 01 July to 30 November. This work window is the established dredging work window for Central San Francisco Bay developed by the National Marine Fisheries Service. When in water work is conducted during the dredging work window formal consultation is not typically required. The Navy will continue to coordinate with other natural resource trustees to avoid or minimize impacts to listed and native species.

8. **Comment:** **<u>Notification of Regulatory Agencies</u>. All relevant regulatory agencies should be notified of the proposed project and should be given the opportunity to comment on the proposed remediation and monitoring. These agencies include: The U.S. Army Corps of Engineers, the Regional Water Quality Control Board, the U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, the California Department of Fish and Wildlife, and local planning agencies.**

Response: The Navy has coordinated with all appropriate regulatory agencies on the proposed remediation at Site 27 through the CERCLA process and will continue to comply with all substantive requirements that are applicable or relevant and appropriate.

9. **Comment:** **<u>Vessel and Scour Analysis</u>. As discussed with your staff and legal counsel on December 6, 2012, the Commission staff continues to be concerned that the analysis provided to support the Navy's remedy is based on a mismatch of historic, current and future conditions. The current and historic uses would not necessitate armoring of this area. In addition, please refer to the attached overlay of the proposed marina, which clearly *[sic]* Potential future uses could be attained using institutional controls that would be protective of wildlife without reducing habitat function. These institutional controls could be prescribed through the permitting process that runs with the land.**

Response: The analysis performed and presented in Appendix A of the Draft Final BODR is based on vessel types that currently use the marina. During the design coordination meeting on May 2, 2012, Mr. Burnam, who is the

consulting engineer for the marina, was directly asked, "What size vessels currently use the marina (width, length, and horsepower)?" Mr. Burnam's response was that a propeller wash study had been prepared that can be shared with the Navy. An exact boat size was not specified, but several sizes were included in the propeller wash study, and the current plans call for 35-foot slips with allowance for overhang. The discussion was recorded in the Site 27 Remedial Design Coordination Meeting Summary (Tetra Tech 2012a). In addition, the meeting notes from the Site 27 RD responses to comments resolution meeting on December 6, 2012, reflect that "Mr. Krueger explained that the vessel types assumed in the calculations were taken directly from a report provided by Anchor QEA and represent vessels expected to use the marina under current and future use scenarios, which Josh Burnam (Anchor QEA) confirmed." (Tetra Tech 2012b)

10. Comment: **Please refer to the Commission's previous comment letters for additional information on related laws and policies that may applicable to the proposed project and a discussion of the steps that should be taken to protect biological resources in the area in order to be consistent with the Commission's laws and policies under the Coastal Zone Management Act (CZMA). Commission staff is aware that it is the Navy's position that the CERCLA process exempts federal agencies from Commission review under the federal consistency provisions of the CZMA because the proposed project is designed to be consistent with the applicable and relevant and appropriate requirements (ARARs). However, the Commission staff respectfully reserves the right to raise the requirement to review the project under the Commission's CZMA federal consistency authority in the future. If the project does not meet the Commission's ARRAs, the Commission staff may need to object to this project.**

Response: The Navy has identified the substantive provisions of the CZMA as relevant and appropriate requirements. The CZMA requires federal agency activity be conducted in a manner consistent with approved state management programs to the maximum extent practicable. The McAteer-Petris Act is enabling legislation for the San Francisco Bay Plan, an approved state management program for the bay. Substantive provisions of the McAteer-Petris Act and the San Francisco Bay Plan are relevant and appropriate because their authority is derived from the CZMA, a relevant and appropriate federal requirement. The Navy will conduct its remedial actions in accordance with the substantive provisions of the San Francisco Bay Plan.

RESPONSES TO AMEC COMMENTS

GENERAL COMMENTS

1. **Comment:** **<u>Figure 3-1, Page 15</u>. Please clarify the figure to indicate that the toe of the sloped edge is at the excavation limit shown (pink line). The call-out is not clear if the excavation limit is the top or toe of the slope.**

   Response: The note on Figure 3-1 will be expanded to state that the shoreline is at the toe of the rip rap. The Cross Section A-A' shown on Figure 3-2 indicates the location of the shoreline, toe of the rip rap, and start of the dredge area.

2. **Comment:** **<u>Section 3.2.2, page 17, third paragraph</u>. Should "will consider" in the second line be changed to "considered" so that the paragraph reads, "The design evaluated the potential for consolidation of the bottom sediments from the backfill...and considered potential consolidation in sizing."?**

   Response: The text will be changed from "will consider" to "considered."

3. **Comment:** **<u>Section 3.2.2 (page 17), Section 3.2.3 (page 18), Section 4.3 (page 33), Section 4.6.3 (page 39), and Appendix E (page 35 31 00-5)</u>. There are inconsistencies between these sections regarding the applicability of the Dredged Material Management Office (DMMO) requirements and Inland Testing Manual.**

   a. Section 3.2.2 states that the filter layer needs to meet the DMMO requirements.

   b. Section 3.2.3 discusses the armor layer but doesn't mention either the DMMO or the Inland Testing Manual.

   c. Section 4.3 states that the acceptability will be based on characterization following the guidance in the Inland Testing Manual and must meet the requirements of the DMMO, but then states that the applicability of the Inland Testing Manual depends on the source and type of backfill.

   d. Section 4.6.3 indicates that chemical analysis of the material will confirm the material meets the requirements of DMMO and the Inland Testing Manual.

   e. Appendix E states that the sampling and analysis will meet the requirements of the DMMO and Inland Testing Manual.

   Please clarify.

   Response: a. The sentence will be revised to reference the Inland Testing Manual (EPA/U.S. Army Corps of Engineers 1998).

b. Because the armor layer is rock from an inland quarry, it does not typically need to be tested for the requirements listed by Dredged Material Management Office (DMMO) or the Inland Testing Manual. This was the rationale for not discussing DMMO or the Inland Testing Manual when referring to the protective armor layer. A sentence will be added to the text to clarify that it is assumed the protective rock armor would not require testing in accordance to DMMO or the Inland Testing Manual.

c. The Inland Testing Manual provides the guidance related to dredging activities and placement of dredge material as fill. The manual is meant to address discharge of dredge material in open water disposal areas. As described in the manual, the initial characterization is based on the source and type of backfill. If the source of the filter layer is associated with dredging activities then the manual would be applicable. In addition, if the fill material site indicates that the material is not a "carrier of contaminants," testing may not be necessary. This is typically the case for material composed primarily of sand, gravel, and/or inert materials. The intent of the last sentence of the paragraph, which states that the "applicability of the Inland Testing Manual and DMMO depends on the source and type of backfill," is to provide the reason the RAWP will address the characterization of the fill material, since the source of the fill material is unknown. The last sentence of the paragraph will be reworded to make this clear.

d. The sentence will be edited to state, "As needed, chemical analysis of the material will confirm the material meets the requirements of DMMO and the Inland Testing Manual."

e. The Inland Testing Manual and DMMO will ultimately determine the required characterization, sampling analyses, and criteria, which will be based on the source and type of fill material.

4. **Comment:** **<u>Section 3.4, Table 3-3 (page 21); Appendix C, Section 4.1 (page 3).</u> The use of the word 'restrictions' in the bullet describing the SMP is unclear and misleading. The items listed are both actions and restrictions that will ensure the integrity of the remedy. Additionally, it appears the second use of the work restriction is in the wrong place. I would suggest rewording the bullet as such:**

"Preparation and maintenance of a site management plan (SMP) approved by the FFSRA signatories that will set forth specific actions/restrictions necessary to ensure the integrity of the remedy, which may include signage, restrictions on vessel speed, controls on dredging."

Response: The text will be edited as suggested.

5. **Comment:** **<u>Section 4.5, Table 4-4 (page 36)</u>. The third bullet in the action column indicates that sampling frequency may be increased to 3 times per day at the far-field sampling point. Please add another row to the table to indicate the action level and action for a sampling frequency of 3 times per day at the far-field sampling point.**

Response: The table will be edited to include an additional row as suggested.

6. **Comment:** **<u>Section 4.6.1 (page 37)</u>. It is stated that the excavation limits may be extended an additional 100-foot by 10-foot grid. According to Figure 4-4, this applies to the southern boundary of the excavation limits only. Please clarify this in the text and add an explanation of how the southwest and northeast excavation limits will be extended, if necessary.**

Response: Figure 4-4 shows a typical overexcavation callout of 25 by 37.5 feet on the northeast excavation limit, which is typical for each side of the excavation. The text will be revised to read as follows: "If more than one lead shot is found within the 2-foot core sample, then the excavation limits will be expanded an additional 100-foot by 10-foot grid along the southern edge and expanded an additional 25 feet by 37.5 feet on the southwest and northeast edges."

RESPONSES TO RAB COMMENTS (DALE SMITH)

1. **Comment:** **Why aren't the Bay Conservation and Development Commission and the Coastal Commission stakeholders?**

Response: The bulleted list under Section 1.3 focused on the BCT. In Section 1.3, the word "and" appearing in front of "including:" will be deleted, and additional text will be added following the bullets that reads, "In addition to the BCT, other stakeholders, including DFW, BCDC, and TIDA, have provided input on the selected remedy through the CERCLA process."

2. **Comment:** **Why isn't the Long Term Management Plan (2001) amendment to the San Francisco Water Quality Control Board Water Quality Plan (the Basin Plan), itself an amendment to the Rivers and Harbors Act of 1899, an ARAR?**

Response: The Long Term Management Strategy (LTMS) program for dredged material is reflected in amendments to both the BCDC's San Francisco Bay Plan and the Regional Water Quality Control Board's Basin Plan. The Navy has determined that it will conduct the Site 27 remedial action in accordance with the substantive provisions of the San Francisco Bay Plan, which has been identified as a relevant and appropriate requirement. Although the Long Term Management Plan has been incorporated into the Bay Plan by amendment, the Long Term Management Plan itself did not

prescribe any new laws or policies or supplant existing authorities or jurisdictions of the LTMS agencies. Instead, the Management Plan was based on the existing laws and policies of the LTMS agencies, and was developed to help ensure that those agencies apply their policies in a coordinated and comprehensive manner with respect to dredging or dredged material disposal projects. The goals of the Long Term Management Plan include managing dredging and dredge disposal projects in an economically and environmentally sound manner, maximizing the beneficial use of dredged material, and developing a coordinated permit application review process for dredging and disposal projects. The Navy's CERCLA response action for Site 27 is not a dredging or dredged material disposal project subject to the permit application process of the DMMOP and the LTMS agencies. However, in carrying out the CERCLA response action, the Navy must comply with the federal Clean Water Act and conduct the action in a manner consistent with the Bay Plan to the maximum extent practicable. Accordingly, the Navy has taken into account the Bay Plan policies to reduce fill and disposal of dredged material in the Bay and, consistent with the goals of the Long Term Management Plan, has evaluated the logistical, technological, economic and environmental practicability of dredging and dredge material disposal alternatives.

3. **Comment:** **Screening the sediment prior to deposition would increase its value and isolate the lead shot and skeet target shards. It would also give a rough approximation of the quality of lead and PAHs in the surrounding sediment.**

Response: The remedial objective for Site 27 is to remove the exposure pathway to the lead shot from diving ducks, which will be achieved by the proposed dredging and protective armor layer. Because of the sediment deposition that has occurred at Site 27 and the reduction in the dredge depth to 1.5 feet, most of the dredged sediment is expected to be free of lead shot. The sediments are made up of fine silty clay which is difficult to screen and typically requires a density separation process. Since the dredge material will be mostly free of lead shot, there is not much value in screening out the shot relative to the high cost of the screening process. In addition, a reuse facility is available that can accept the dredged sediment without any screening.

4. **Comment:** **Environmental clamshell dredges have difficulty penetrating bay mud (cf. Seaplane Lagoon remediation, Alameda NAS) and should have a lower potential for use than a conventional dredge.**

Response: The dredge depth is not deep, so penetration should be relatively easy with the clamshell dredge, which also has these benefits:

- Retains more of the sediment
- Reduces turbidity with a gasket on the bucket
- Removes the sediments in layers
- Can be controlled using GPS

The use of an environmental clamshell bucket is recommended, but the Technical Specifications (Appendix E) allow the dredging contractor to select its own dredging methodology as long as it minimizes sediment resuspension and allows for a clean excavation cut.

5. **Comment:** **Dumping the armor layer would seem to be not very precise and somewhat sloppy.**

Response: The contractor will determine the means and methods for placing the filter and protective armor layer and will be required to adhere strictly to the following requirements in the Technical Specifications (Appendix E):

- Prior to placement of the armor material a demonstration section will be constructed to demonstrate the proposed operations for material placement.
- Tolerances on the finished elevation for the filter layer and the protective layer are specified to ensure the layers are placed within an acceptable level of accuracy.
- A point file containing a grid of the design elevations of the protective armor layer will be provided to the contractor. The point file data will be used by the contractor in conjunction with their geographical position system to accurately locate and place the layers to their design thicknesses.
- Post-armor layer survey is required to verify that the rock armor layer meets the required tolerances and that the construction is acceptable
- The Navy's Remedial Action Work Plan, which is being prepared as part of the remedial construction, provides greater detail on the means and methods for dredging the sediments and placing the protective armor layer.

REFERENCES

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San Francisco Bay Conservation and Development Commission (BCDC). 2012. San Francisco Bay Plan. March.

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San Francisco Arts Commission

Edwin M. Lee
Mayor

Tom DeCaigny
Director of
Cultural Affairs

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City and County of
San Francisco

April 11, 2013

APR 15 2013

Mirian Saez, Director of Island Operations
Treasure Island Development Authority
One Avenue of the Palms, Suite 241
Treasure Island
San Francisco, CA 94130

Dear Ms. Saez:

It is my great pleasure to provide you with a copy of the San Francisco Arts Commission's newly commissioned book, *San Francisco: Arts for the City – Civic Art and Urban Change, 1932-2012*. Written by Susan Wels and published by Heyday, this book tells the story of eighty years of civic art in San Francisco. It is a celebration of our diversity, creative energy, and political activism as they are reflected in civic art that is bold and innovative.

One of the unexpected benefits that came with my role as the new Director of Cultural Affairs was the opportunity to participate in and oversee the completion of the book, which was started by my predecessor. It has been indispensable in acquainting me with the rich and diverse history of the San Francisco Arts Commission and our ever-evolving arts and culture landscape.

The book features hundreds of compelling images documenting cultural events, the activities of our neighborhood cultural centers, permanent and temporary artworks and individuals important to the civic and cultural life of the city. I believe that this book will be an important educational resource for you, your constituents and city officials in illustrating the unique and essential role that the arts play in the fabric of our daily life.

The role of the arts as a catalyst for social and civic change cannot be under-estimated. The arts serve as an economic driver, change agent and provocateur, making us aware of our surroundings, defining and beautifying our communities and beckoning us to question the status quo. I invite you to deepen your knowledge of San Francisco's cultural history and share this unique resource with your constituents.

Sincerely,

Tom DeCaigny
Director of Cultural Affairs

NAVAL STATION TREASURE ISLAND
ENVIRONMENTAL RESTORATION ADVISORY BOARD MEETING
Tuesday, 16 April 2013
7:00 PM.
Casa de la Vista Building 271
Treasure Island
MEETING NO. 165

APR 12 2013
MS, P/C

7:00 – 7:05 **Welcome Remarks and Introductions**
Lead: Keith Forman, Navy Co-Chair

7:05 – 7:15 **Public Comment and Announcements**
Lead: Keith Forman, Navy Co-Chair

7:15 – 7:40 **Update on Recent Navy Radiological Investigations**
Lead: Keith Forman, Navy Co-Chair

7:40 – 7:55 **UST 240 Fieldwork**
Lead: Phil Skorge, ERRG

7:55 – 8:05 **Upcoming Documents and Field Schedule**
Lead: Jessica O'Sullivan, Tetra Tech

8:05 – 8:20 **Co-Chair Announcements**
Lead: Alice Pilram, Community Co-Chair,
- RAB Standard Operating Procedures final vote

8:20 – 8:25 **RAB Meeting Minutes**
Lead: Keith Forman, Navy Co-Chair

8:25 – 8:30 **BRAC Cleanup Team Update**
Lead: Navy, DTSC and Water Board

8:30 – 8:35 **Other Public Comment and Announcements**
Lead: Keith Forman, Navy Co-Chair

8:35 – 8:40 **Future Meeting Agenda Items**
Lead: Navy and Community Co-Chairs

8:40 – 8:45 **Closing Remarks/End of Meeting**
Break/Informal Discussion for 30 minutes after the meeting
This is an opportunity to informally discuss issues

Next Regular Meeting: No May 2013 Meeting

7:00 pm Tuesday, 18 June 2013
Casa de la Vista, Treasure Island

Next Treasure Island Citizen's Advisory Board (CAB) Meeting: See the web site for latest dates and times for future meetings: http://www.sfgov.org/treasureisland

Next Interim RAB Community Member Conference Call:

7:00 pm. Tuesday, 28 May 2013 (day after Memorial Day holiday)

Call-In Number: 1- 866-822-0121
Participant Code: 1122026

Navy BRAC Web Site: http://www.bracpmo.navy.mil (click on map for Treasure Island)

Navy San Diego Office Address:

BASE REALIGNMENT AND CLOSURE
PROGRAM MANAGEMENT OFFICE WEST
NAVAL FACILITIES ENGINEERING COMMAND
1455 FRAZEE ROAD, SUITE 900
SAN DIEGO, CA 92108-4310

DRAFT MEETING MINUTES
RESTORATION ADVISORY BOARD
FORMER NAVAL STATION TREASURE ISLAND
19 February 2013
Meeting Number 164

Community Restoration Advisory Board (RAB) Members in attendance:
Nathan Brennan, John Gee, Alice Pilram, Dale Smith, Martha Walters

Department of the Navy and Regulatory Agency RAB Members in attendance:
Keith Forman, Navy RAB Co-Chair
Remedios Sunga, Department of Toxic Substances Control (DTSC)
Myriam Zech, San Francisco Bay Regional Water Quality Control Board (Water Board)

Other Navy and Regulatory Staff and Consultant Representatives in attendance:
Jessica O'Sullivan, Tetra Tech EM Inc. (Tetra Tech)
Phil Skorge, Engineering/Remediation Resources Group, Inc. [ERRG]
James B. Sullivan, Navy
Tommie Jean Valmassy, Tetra Tech

Public Guests:
Mike Daly, Interested Party
Tom Gandesbury, San Francisco Board Sailing Association
Kathryn Lundgren, Resident, Treasure Island Health Network
Pat Zamora, Boys & Girls Club

Welcome Remarks and Introductions
Keith Forman (Base Realignment and Closure [BRAC] Environmental Coordinator [BEC]) opened the February RAB meeting for Former Naval Station Treasure Island (NAVSTA TI) held at the Casa de la Vista (Building 271) on Treasure Island (TI). Mr. Forman explained this is his first RAB meeting as the BEC for NAVSTA TI. He introduced James B. Sullivan (Navy), the former BEC for NAVSTA TI, and explained this is Mr. Sullivan's last RAB meeting as Mr. Forman transitions into the Navy RAB Co-chair position.

Mr. Sullivan noted the meeting handouts are available on the back table, including copies of the agenda (Attachment A). He said RAB materials had been mailed and sent electronically prior to this meeting, and encouraged attendees to sign up to be added to the mailing list if they are not already on it.

Public Comment and Announcements
Mr. Sullivan asked for public comment or announcements about the Navy's environmental program. Kathryn Lundgren (resident, TI Health Network) said residents are concerned that the fire on the island the week before this meeting may have posed a health risk because of contaminants that might have burned during the fire. Mr. Sullivan said, for those who were unaware, a residential unit on TI caught fire and a young girl lost her life on Saturday, 16 February 2013. Mr. Sullivan said there would have been only typical building materials in the building, and said he is unaware of the types of emissions that would occur during a typical fire. He added there would not be a greater health risk or additional emissions from the fire related to the environmental cleanup at NAVSTA TI. He suggested Ms. Lundgren talk to the fire department to get more information about standard fire emissions.

Dale Smith (RAB member) said she received the final work plan for data gaps sampling at Site 12, and noted there were no regulator comments included in the document. She asked if the regulators had reviewed the document. Mr. Sullivan said the regulators did review the document. Remedios Sunga (DTSC) confirmed that DTSC, Water Board, and the City of San Francisco (City) all provided comments. Mr. Sullivan said the Navy will check to see if the responses to comments were included, and if not, those pages will be distributed to be added to that final document, and an updated CD will be distributed.

Ms. Smith asked if Mr. Forman will generally accept comment letters submitted electronically rather than hard copy. Mr. Forman confirmed that he will accept electronically submitted comments.

Tom Gandesbury (San Francisco Board Sailing Association) thanked the Navy and the Treasure Island Development Authority (TIDA) for working with the board sailors regarding access to the bay from TI. He said TI is a premier location for board sailing in the bay area, but the access is difficult because there is not adequate parking, and visitors wind up blocking driveways or using resident parking. He added that with the America's Cup race taking place later in 2013, other popular board sailing locations will not be accessible, so more enthusiasts will likely come to TI. Mr. Gandesbury asked if the parking lot in the far north eastern corner of TI, currently a staging area for Navy contractors, can be opened for board sailor parking, or if some additional parking can be made available. Mr. Sullivan said the Navy will continue to use that area for environmental work and it cannot be opened at this time. Martha Walters (RAB member) said Mr. Gandesbury should talk directly with TIDA to coordinate alternate parking since it will not be possible for the Navy to open up public access to that parking lot before the America's Cup race. Ms. Lundgren invited Mr. Gandesbury to a community meeting, hosted by TIDA, being held the night

after this meeting, on 20 February 2013 at the Ship Shape Community Center on TI.

Mike Daly (community member) announced that on Saturday, 23 February 2013, the Bayview Branch of the San Francisco Public Library is re-opening, and there will be a large public celebration. The address is 5075 Third Street in San Francisco. Mr. Daly added that he hopes the Bayview Branch library will someday house a permanent collection of Navy materials. Mr. Forman said the Navy will be moving a satellite information repository for Former Hunters Point Naval Shipyard to the Bayview Branch library in March.

Navy Environmental Program Look Ahead
Mr. Sullivan and Mr. Forman presented the look ahead for the Navy's planned work in 2013 (Attachment B). Mr. Sullivan clarified this is for calendar year 2013, rather than fiscal year. For a review of work accomplished in 2012, see the December 2012 RAB presentations posted on the Navy's website at www.bracpmo.navy.mil.

Mr. Sullivan noted the Site 21 Record of Decision/Remedial Action Plan (ROD/RAP) was signed and distributed the day of this meeting. Mr. Forman thanked Ms. Sunga and Myriam Zech (Water Board) for working with their respective agencies to get the ROD/RAP signed.

Mr. Sullivan noted there are two Proposed Plan/Draft RAPs (PP/RAP) scheduled for this year for Sites 6 and 24. As usual, there will be a required formal public meeting to accept comments on those documents. The RAB and the greater community will be notified in advance of these meetings.

Mr. Forman reviewed the status for Site 27 (Clipper Cove), saying the final remedy has been selected, the work plans are being prepared, and Navy contractors are expected to begin fieldwork this summer. The final remedy is expected to be in place around mid-October. Ms. Smith said she is concerned that the Site 27 remedial design document includes exporting dredged sediment to former Naval Air Station (NAS) Alameda, because the sediment is contaminated with lead and polycyclic aromatic hydrocarbons (PAH). Ms. Smith also said she submitted comments on the design document, but they were not included in the next draft. Mr. Forman explained the sediment will be thoroughly tested and the data must be reviewed and approved before any material is transported to NAS Alameda. If the sediment does not meet the acceptance criteria for NAS Alameda, then it will not be sent there.

Mr. Sullivan reviewed the documents being prepared and the field work planned for Site 12, including demolition of several buildings. Mr. Gandesbury asked if

the buildings that will be demolished are vacant. Mr. Sullivan confirmed they are vacant housing units, and all of them are located in the Westside Drive area.

Mr. Forman said the Navy is going to continue groundwater monitoring at Site 21. Ms. Smith said she had suggested an additional round of remediation at Site 21, but her understanding was that the Navy did not conduct one because the City said it was not necessary. Mr. Forman said another round of remediation was not conducted because data from a soil gas survey and groundwater monitoring were evaluated in a risk assessment and there was no unacceptable risk. If the groundwater monitoring data shows trends that are not protective of human health or the environment in the future, then the Navy and regulatory agencies will determine what additional remediation may need to take place.

Mr. Forman said the Navy will be conducting a five-year review in 2014 for all sites with a completed ROD/RAP, including Site 21. The Navy's policy is to conduct one five-year review for all sites on NAVSTA TI with a ROD/RAP at the same time. The schedule for the five-year review is being driven by the Site 30 ROD/RAP, which was signed in 2009.

Pat Zamora (Boys & Girls Club) asked if work is planned at a given site, such as groundwater monitoring, does that mean there is still an environmental issue at that site. Mr. Sullivan said that is not always the case; sometimes groundwater monitoring or other sampling may take place to verify that a remedy is operating properly. He added that field work may take place at many steps in the cleanup and investigation process, including sampling during an initial investigation.

Mr. Sullivan said Navy contractors have completed the field work at Site 31, and a remedial action completion report (RACR) is being prepared, along with a final status survey report to document radiological conditions at the site. The BRAC Cleanup Team (BCT) must review the results in those reports before the excavation area can be backfilled. Ms. Zamora asked if Site 31 is next to the Boys & Girls Club, and Mr. Sullivan confirmed that it is. She asked when the fences at Site 31, which are close to the club, can be removed. She added the proximity of the fence is an issue for the families that use the Boys & Girls Club, because it makes them feel unsafe to be so close to a fenced area. Mr. Forman explained the completion of the project is on-hold while the Navy awards a contract for the final phase. The Navy hopes to complete the fieldwork and documentation for Site 31 within calendar year 2013. Unfortunately, before then, the fences cannot be relocated or removed. They are preventing physical access to an open excavation area.

Alice Pilram (RAB Co-chair) asked if the remediation work at Site 27 will impact use of the marina. Mr. Sullivan said the Navy has been working closely with the

City to keep them informed of the cleanup plans. Mr. Forman said they will not close down marina operations to do the remediation.

Ms. Pilram said recently there was another meeting for Yerba Buena Island (YBI) residents to choose the locations on TI where they will relocate when they must move off of YBI for redevelopment to begin. She said many of the residents still have concerns and there is misinformation about environmental conditions and safety on TI. Ms. Pilram said people also wanted to know exactly which buildings were going to be demolished because they do not want to relocate near those buildings. Mr. Forman said the Navy would like to communicate with residents and minimize misinformation. He noted there are currently strict Navy travel restrictions in place, which may limit the Navy's ability to meet in person, though he will still be able to attend RAB meetings and PP/Draft RAP public meetings. Mr. Forman said he would like to work with Ms. Pilram to get information to those who have questions.

Field Activities and Access Update
Mr. Forman began the presentation on soil sampling for the Site 12 Feasibility Study (FS) (Attachment C). Mr. Forman said the Remedial Investigation (RI) for Site 12 identified data gaps that need to be better characterized so the FS can be prepared. They collected soil samples at 71 additional locations, to a maximum depth of 10 feet below ground surface. Workers mobilized to the field on February 4, 2013, and completed the work on February 8, 2013. Mr. Forman showed photographs of the field work, which included collecting soil samples using both a direct push drill rig and a hand auger.

Mr. Forman reviewed the schedule, noting the FS will have a 30-day comment period in August 2013. The FS will be finalized in November 2013.

Upcoming Documents and Field Schedule
RAB members agreed to refer to the handouts for the Document Tracking Sheet (Attachment D) and the Field Schedule (Attachment E) to see the latest schedules after the meeting. The handouts were not reviewed during the meeting.

Co-Chair Announcements
Mr. Sullivan said the RAB needs to discuss any additional changes that should be made to the RAB Standard Operating Procedures (SOP). Ms. Pilram said she had minor editorial corrections and provided a hard-copy mark-up to Tommie Jean Valmassy (Tetra Tech). Ms. Smith said she would email minor corrections to Ms. Valmassy. Ms. Valmassy will incorporate the submitted edits and provide a final to the RAB for approval at the next meeting.

Ms. Pilram announced that the TI Museum Association is partnering with the San Francisco Historic Museum to present monthly talks about the history of TI. Mr. Sullivan said he will be speaking at the June 8, 2013 event.

Ms. Pilram said the TI flea market is still being held the last full weekend of each month. During the winter it is in Building 1, and in nicer weather it is on the Great Lawn on TI.

RAB Meeting Minutes
Mr. Sullivan asked for comments on the draft December 2012 meeting minutes. He noted there is a book mentioned in the minutes, and the name is incorrect. The Navy will correct the title. Ms. Smith moved to accept the minutes pending that change. The RAB voted to approve the draft December 2012 minutes pending the one correction.

BRAC Cleanup Team Update
Mr. Sullivan said the BCT met twice since the last RAB meeting. The January BCT meeting was a standard meeting, and the last one Mr. Sullivan attended. Mr. Forman said the Navy hosted an extended BCT meeting in February. Each Navy project manager gave a presentation on the status of their sites and plans going forward for 2013.

Public Comments/Announcements
Nathan Brennan (RAB member) said the Citizens Advisory Board (CAB) has not met since the last RAB, and the next CAB meeting is not yet scheduled. He referred people to the City's website so they can monitor when the next meeting will take place (www.sfgov.org/treasureisland).

Ms. Lundgren said Good Neighbors will host their next quarterly meeting on 9 March 2013 from 11:00 a.m. – 1:00 p.m. and encouraged people to attend. Ms. Lundgren said there is a new editor for the Good Neighbors newsletter. The deadline for submitting information for the newsletter is the 15th of the month prior; she requested that the Navy continue to submit information when possible. Ms. Lundgren said the TI Health Network is conducting island cleanups the second Saturday of every month. Ms. Lundgren also said the Wastewater Treatment Plant tour held since the last RAB meeting was informative, and she was happy with the work the San Francisco Public Utilities Commission is doing there.

Future Meeting Agenda Items
Mr. Sullivan said the Navy will present an update on the field work at Underground Storage Tank 240. Mr. Brennan asked if the plan for the cleanup of the sewer lines and footprint of Building 233 will be ready to present at the next

RAB meeting. Mr. Forman said it will not be ready by the next meeting, but when there is more information about that project later this year, he will update the RAB.

Mr. Sullivan said the next RAB conference call is scheduled for Tuesday, 26 March 2013; the call-in information is on the back of the agenda (Attachment A). The next RAB meeting is scheduled for Tuesday, 16 April 2013.

Mr. Sullivan said this is his last RAB meeting, and thanked all of the RAB members for their participation. He added that the RAB is fortunate to have Mr. Forman as their new Navy co-chair; his experience will benefit the cleanup. The meeting was adjourned at 8:47 p.m.

19 February 2013 RAB Meeting Handouts [attached when minutes are finalized]

- Attachment A: NAVSTA TI RAB Meeting No. 164 Agenda
- Attachment B: 2013 Look Ahead
- Attachment C: Soil Sampling to Support Site 12 Feasibility Study
- Attachment D: Document Tracking Sheet
- Attachment E: Field Schedule

NAVAL STATION TREASURE ISLAND
RESTORATION ADVISORY BOARD

Standard Operating Procedures

April 2013

I. Mission Statement

A. The purpose of the Naval Station Treasure Island Restoration Advisory Board (NSTIRAB), here after referred to as the Board, is to promote community awareness and obtain constructive community input on all environmental restoration actions to achieve the cleanup and conversion of Naval Station Treasure Island property. It will disseminate information about the Navy's Installation Restoration Program to ensure that input regarding the environmental restoration reflects the diverse interests of the community. The Community Members serve on the Board in an advisory capacity along with the U.S. Environmental Protection Agency, Department of Toxic Substances Control (DTSC), Regional Water Quality Control Board (Water Board) Remedial Project Managers and the Navy Base Realignment and Closure [BRAC] Environmental Coordinator (BEC).

B. Since the Board's primary function is to make recommendations on environmental issues, it is not involved in determining or evaluating other uses for the Island.

II. Organization

A. The Board will be composed of a Navy Co-Chair, a Community Co-Chair, Community Members, the BRAC Cleanup Team (BCT) and other Government Agencies. The BCT consists of the BEC (who is also the Navy Co-Chair), the DTSC Representative, the Water Board Representative, and may include the U.S. Environmental Protection Agency Representative.

B. The Community Co-Chair will be nominated and selected by the Community Members, and will serve for a minimum of one year. The Co-Chair can be replaced or re-elected by a simple majority of the Community Members. Neither the Navy Co-Chair nor any member of the BRAC Cleanup Team or other members of the Board may participate in the selection of the Community Co-Chair.

C. The Community Members, collectively hereafter referred to as the RAB, will be made up of volunteers selected to achieve the objectives of the Mission Statement. Volunteers, representing themselves, or as part of an organization will clearly be defined in a RAB community member roster. In the event a member is aware that an alternate will need to be appointed to substitute for that members' participation, an alternate member may be considered by the other members, by consent.

III. Responsibilities

A. Navy Co-Chair

1. Provide location for meetings.
2. Produce agenda with input from the Board.
3. Produce the minutes for approval by the RAB.
4. Communicate with RAB members.
5. Advertise meetings at least 7 days prior to meeting date.
6. Ensure that the RAB is informed of documents for review. Allow for appropriate review. Ensure that all members have access to documents, or are supplied documents, if requested.
7. Respond to community issues, concerns, questions and comments in an appropriate and timely manner.
8. Maintain a mailing list of people interested in cleanup activities on Naval Station Treasure Island.
9. Ensure that adequate administrative support to the RAB is provided.
10. Ensure that the RAB has the opportunity to participate in the restoration process.
11. Provide guidance documents, etc., to the RAB to enhance the operation of the RAB.
12. At the request of the Community Co-Chair, solicit and advertise for new RAB members in accordance with the Navy guidelines.

B. Community Co-Chair

1. Provide input to the Navy Co-Chair and the BCT on concerns of the RAB.
2. Suggest agenda items after consultation with the Navy Co-Chair, the RAB and the BCT as appropriate.
3. Coordinate as required with the BCT and Navy Co-Chair to ensure RAB questions and concerns are answered in an appropriate and timely manner.
4. Ensure that the RAB participates in an open and constructive manner.
5. Serve without compensation.
6. Call to vote by simple majority any procedural or RAB operational issues.
7. Ensure that both the majority and minority viewpoints are summarized and included in the minutes.
8. Request the Navy Co-Chair to solicit and advertise for new RAB members, as necessary.

C. **Community Members**

1. Represent the community and provide input to the Navy Co-Chair, Community Co-Chair, and BCT on community concerns and interests regarding environmental issues, responses and activities.

2. Attend regularly scheduled meetings and will make every effort to arrive for meetings on time.

3. Provide presentations and explanations of cleanup activities to community groups as appropriate. Reports of such presentations to the community will be disclosed to the Board.

4. Act as a conduit for the exchange of information between the community and the Board regarding NSTI's installation restoration program.

5. Participate in regularly scheduled conference calls and will make every effort to join the parties on time.

D. **BRAC Cleanup Team and Other Government Agencies**

1. Provide input to the RAB concerning compliance with applicable regulations, and other procedures as appropriate for installation restoration projects.

2. Communicate with RAB members, providing professional advice and input.

3. Provide information, referrals and resources for communities, installations and agencies regarding installation restoration.

4. Facilitate innovative resolutions of environmental issues and concerns.

IV. Meeting Attendance

A. Regular attendance is required for continued RAB membership. Whenever possible, if a member cannot attend a regular scheduled meeting, the Navy Co- Chair or Community Co-Chair will be advised by that member.

B. After two consecutive missed meetings for which there is no explanation given, the Navy Co-Chair, the Community Co-Chair, or a representative will contact the member to inquire whether continued membership is appropriate.

C. After three consecutive missed meetings or conference calls for which there are no notifications given, and/or if the Navy Co-Chair or Community Co-Chair is unable to contact the member, written notification may be sent to the member. This notification will state that, unless either the Navy Co-Chair or Community Co-Chair is informed otherwise within 30 days, it will be assumed that the member is no longer interested in continuing as a member. Upon the elapse of the 30 days, the member will be removed from the RAB.

D. The Navy Co-Chair will advise the Community Co-Chair or vice-versa that, based on the information pursuant to Sections B and C above, a replacement or new RAB member may need to be recruited to maintain an active and productive RAB.

E. The public are encouraged to attend as members of the general audience, and is encouraged to participate in that capacity.

V. Participation

A. Comments will be voiced during the appropriate sections of the agenda, and comments may be limited to a maximum of two minutes per speaker.

B. General comments, or comments unrelated to discussion at hand will be held until an appropriate time, generally at the end of the meeting reserved for such comments.

C. Suggestions for workshops and/or presentations will be given to the Navy Co-Chair, the Community Co-Chair and/or the BCT members as appropriate.

D. Suggestions pertaining to the RAB procedures, public relations actions, and/or document review procedures may be given to the appropriate committee chair, the Navy Co-Chair, the Community Co-Chair, and /or BCT members as appropriate.

VI. Standards of Conduct

A. Board members will describe, discuss and present information concerning environmental cleanup as accurately as possible, recognizing that people who are unfamiliar with terminology and processes involved in cleanup may require additional explanations. Board members understand that accurate information may prevent needless fear and worry on the part of the public.

B. When speaking to the media and other organizations, RAB members will identify themselves as representing the Naval Station Treasure Island RAB only.

C. RAB members, recognizing that views on a given issue may differ, will present information and comments in an open and constructive manner. In addition, comments will be as brief and as complete as possible, allowing opportunity for others to voice comments as necessary to maintain an open forum for discussion.

VII. RAB Procedures

A. Meetings

1. Meetings will normally be held every other month to ensure membership is sufficiently informed of the cleanup process.

2. Meetings will normally be held the 3rd Tuesday of every other month, commencing at 1900 hour (7:00 P.M.), PST.

3. Meeting location will normally be at the Casa de la Vista, Naval Station Treasure Island.

4. Additional meetings and alternative meetings, locations and times will be scheduled by the Navy Co Chair.

5. Each meeting will include at a minimum, approval of minutes of previous meeting, technical reports, general comments, and approval of next meeting time and location.

6. RAB meetings will not be held in place of public presentations required by CERCLA, but may be combined with such presentations as appropriate.

7. Proceedings of each meeting will be documented. The transcript will be used to produce the minutes of the meeting, which will be the official record. The minutes will be amended or approved at the next meeting. The Navy is responsible for producing the minutes.

8. Conference calls will normally be held the 4th Tuesday of the month on those months when there are no scheduled meetings, commencing at 1900 hour (7:00 P.M.), PST.

B. Workshops

1. Workshops are designed to supplement technical information presented at meetings.

2. Workshops may be held in addition to scheduled meetings.

3. Workshop presentations may include written materials appropriate for the presentation to allow participants to better understand and retain the material.

4. Workshop presentations may be videotaped for the use of members and others who are unable to attend the presentation in person.

C. Document Review

1. The Navy Co-Chair will inform the RAB of availability of draft documents for review.

2. The Navy Co-Chair will make draft documents available to the RAB and designated Committee members.

3. RAB members may designate a "Document Review Committee" to oversee, collect, and study pertinent documents relating to the environmental cleanup of Naval Station Treasure Island.

D. Committees

1. The RAB may organize themselves into committees (e.g., Technical and Membership Committees) for the purpose of addressing the Navy's environmental

work products and NSTI activities as may be needed to keep such work reviewed and on-schedule.

2. Standing Committees consist of those committees dedicated to meeting RAB requirements that exist throughout the existence of the RAB. Such requirements include communicating with the public, reviewing environmental documents, and reviewing RAB organizational procedures. Standing committees may be proposed by the Navy Co-Chair, the Community Co-Chair, the BCT and/or members of the RAB.

3. Ad Hoc Committees consist of those committees dedicated to reviewing specific documents, procedures or technologies. Ad Hoc Committees are created for a specific purpose and are dissolved upon the completion of that purpose. Ad Hoc Committees may be proposed by the Navy Co- Chair, the Community Co-Chair, the BCT and/or members of the RAB.

4. RAB members are encouraged to volunteer for committee membership.

5. The committee will consist of three people at a minimum, one member of whom will serve as committee Chairperson. The Chairperson will be chosen by the committee, unless that is found to be not possible. In that case, the Community Co-Chair will choose the Chairperson. If insufficient numbers of RAB members can be found to serve on any specific committee, the RAB shall consider eliminate that committee for lack of interest.

6. Committees will meet as necessary to accomplish the purpose of the committee. Meeting locations are the choice of the members of the committee. The Committee Chairperson will inform the Community Co- Chair and the Navy Co-Chair of time and location of meetings, to allow the Co-Chairs to inform the RAB membership and any regulators or outside agencies that may have interest in participating. Such notification will be done before or during the RAB meeting prior to the Committee meeting. Notification to the RAB allows the RAB members who are not members of a specific committee to have an opportunity to provide input to the committee prior to or during its meeting.

7. Committee meetings are open to all members of the RAB.

8. A report of the actions taken by the Committee will be made to the RAB. Committee reports will be made verbally at each RAB meeting and will become part of the minutes of that meeting. Committee reports may be made by the Chairperson or another member of the committee, as appropriate. Should viewpoints of members of the committee differ; the committee report will reflect that difference of opinion as accurately as possible.

♦ End of NSTIRAB Operating Procedure Guidelines ♦

FINAL
Former Naval Station Treasure Island
Restoration Advisory Board (RAB) Meeting Minutes

Meeting 163 — 11 December 2012

Community Restoration Advisory Board (RAB) Members in attendance:
Nathan Brennan, John Gee, Alice Pilram, Dale Smith, Martha Walters

Department of the Navy and Regulatory Agency RAB Members in attendance:
Radhika Majhail, Department of Toxic Substances Control (DTSC)
James Sullivan, Navy RAB Co-Chair
Medi Sunga, DTSC
Myriam Zech, San Francisco Bay Regional Water Quality Control Board (Water Board)

Other Navy and Regulatory Staff and Consultant Representatives in attendance:
Geoff Compeau, Shaw Environmental & Infrastructure, Inc. (Shaw)
Christine Donahue, Shaw
John McGuire, Shaw
Jessica O'Sullivan, Tetra Tech EM Inc. (Tetra Tech)
Tommie Jean Valmassy, Tetra Tech

Public Guests:
Mike Daly, Interested Party
Kathryn Lundgren, Resident
Jeff Raines, Terraphase Engineering, Inc.

Welcome Remarks and Introductions
James Sullivan (Base Realignment and Closure [BRAC] Environmental Coordinator) opened the December RAB meeting for Former Naval Station Treasure Island (NAVSTA TI) held at the Casa de la Vista (Building 271) on Treasure Island (TI). Mr. Sullivan noted the meeting handouts are available on the back table, including copies of the agenda (Attachment A).

Public Comment and Announcements
Mr. Sullivan asked for public comment or announcements about the Navy's environmental program. Mike Daly (community member) said he would like to make sure people are aware of a resource related to the history of NAVSTA TI that is available on line. It is a book called *The Naval History of Treasure Island,* and can be downloaded free of charge. Mr. Sullivan added the book was published by the Navy in 1946 and provides a good snapshot of what NAVSTA TI was like during World War II. He said that the Navy has used the book as a reference in several of its environmental documents.

Field Activities and Access Update

Mr. Sullivan introduced Christine Donahue (Shaw) to present the field activities updates for Sites 31 and 33, Site 12, and Building 233 (Attachment B). Ms. Donahue began with the update for Sites 31 and 33. At Site 31, the only field activity completed recently has been maintenance of stockpiled soil while Shaw awaits final approval of the work plan for the Final Status Survey (FSS). Shaw collected samples of excavated soil and debris at the site, including concrete and brick. The data were received from the laboratory, and Shaw is reviewing the data, which will determine how the soil and debris are ultimately disposed of.

Ms. Donahue said the recent activity at Site 33 is the same as at Site 31. Shaw is maintaining the stockpiled soil while they await approval of the waste characterization. Ms. Donahue said no radiological contamination was detected at Site 33; the primary contaminant of concern at that site is lead.

Ms. Donahue said there is currently no field activity at Site 12. Building 1321 was radiologically surveyed in preparation for future dismantling. The chain link fence along Solid Waste Disposal Area (SWDA) A/B was recently replaced. It is regularly inspected to make sure it is secure, and a radiological survey of the perimeter is conducted weekly. Ms. Donahue said there are two documents related to Site 12 that are in progress. The first is the Draft Post-Construction Summary Report for SWDA 1207/1209 and SWDA 1231/1233. Shaw is currently preparing responses to regulatory agency comments on that document. The second document is the Draft Post-Construction Summary Report for SWDA A/B, which will be submitted as a draft to the agencies in late December.

Ms. Donahue moved on to the update for Building 233. She reviewed the figure in the handout, which shows the footprint of Building 233 (the building was demolished in January 2011) and associated utility lines. The text boxes in the figure indicate the sample results that have been received to date and where radiological activity has been found. Ms. Donahue explained the utility lines highlighted in yellow on the figure have been removed and disposed of offsite. The lines highlighted in tan are pending removal. Ms. Donahue said the upcoming work at Building 233 includes removal of the highlighted drain lines and catch basin 544.

Mr. Sullivan explained one boundary in the figure is the footprint of the former Building 233, and the other boundary is the project area footprint. He said work may need to be conducted outside of that project footprint to include more drain lines, but for the purpose of completing this contract, the project area will stay the same. If additional areas outside the current project area need to be remediated, the work will occur under a separate project.

Ms. Donahue said Shaw will prepare the plan for the FSS, which will be conducted after the remaining drain lines within the project boundary have been removed. Ms. Donahue said there are two colors of waste bins at the site: red bins hold "clean waste," and blue bins hold low-level radiological waste. Once the FSS has been completed, the bins will be shipped offsite to the appropriate landfill, depending on the kind of waste, and the excavation will be filled with clean backfill.

Dale Smith (RAB member) asked if, based on investigation results, it appears that there was a regular pattern of radiological material disposal into the storm or sewer lines at Building 233. Ms. Donahue said the contamination that was found appears to be directly related to the radium sulfate spill in 1950 that has been well documented. She noted that the radiological detection numbers are significantly higher from the storm drain than they are from the building. Ms. Donahue said the thought is that there was probably a common practice when they decontaminated one of these incidents not to contaminate the pipes in the building, and instead to collect buckets of water with the contaminant, and take them out to the storm drain line on the outside of the building.

Mr. Sullivan said access at Site 12 remains the same. The public may access the perimeter path where it begins on the west side of TI all the way to Westside Drive. At Westside Drive, the path is closed for about one block, then reopens and is open all the way up to and including the boat ramp area. Then, it is closed past the boat ramp area in the northeastern portion of TI because that is a work area. Mr. Sullivan said he does not expect these current path restrictions to change anytime soon.

Waste Shipments and Radiological Commodities
Mr. Sullivan provided an overall summary of the status of radiological commodities at NAVSTA TI (Attachment C). He explained "commodity" is the term for a discrete item with radiological activity. Such an item could include a dial, a gauge, or a deck marker from a ship. Recovered items may be recognizable or may be heavily rusted or encrusted. The only radioisotope found has been radium-226. From 2007 through 2010, a total 577 commodities have been found. In 2008, 89 commodities were shipped offsite for disposal. In 2009, 350 commodities were shipped offsite for disposal. There are 138 commodities that have not yet been shipped offsite. They are securely stored on NAVSTA TI, and these items will ultimately be shipped offsite for disposal. Mr. Sullivan explained that there is additional field work planned at NAVSTA TI, so it is possible additional commodities could be found.

Mr. Sullivan said the Navy and its contractors conducted a hot-spot removal on Westside Drive in 2011. There was a concentrated area of commodities. Rather than trying to separate out each commodity from the soil, the soil was excavated

and held in a waste bin called a B-25 box. Mr. Sullivan said, as reported to the RAB around February 2011, inert metal projectiles and spent shell casings were also found in the Westside Drive area. It is possible the Navy and its contractors will have to sort through the collected soil in the B-25 boxes to remove any shell casings before the waste soil can be shipped for offsite disposal. Mr. Sullivan noted that excavations were backfilled with clean soil that was imported to the site. The backfill material was sampled following the State of California's clean backfill guidance, including testing for radium-226, before it was brought onto TI.

Martha Walters (RAB member) asked where on TI the remaining 138 commodities are being stored. Mr. Sullivan said they are in a locked storage unit in the contractor area. He noted the gate to the contractor compound is open during business hours, but the area where the items are stored remains locked and secured at all times. Mr. Sullivan added that the California Department of Public Health (CDPH) had inspected the storage of these commodities and found no health and safety concerns.

Mr. Sullivan then reviewed the table of commodities (Attachment D). The table includes the date the item was recovered and whether it is currently on site or the date it was shipped offsite. There is also a column that lists the activity level, in millirem per hour (mR/h), at a distance of 30 centimeters.

Ms. Donahue explained the first five entries on the table list the item description as "jar." That description is used because they are in a jar of soil mixed with commodities. The commodities were not removed from the soil and cleaned for safety purposes, so it is possible those five jars contain more than one item each. Ms. Smith asked about the other descriptions on the table and if the metal pieces are airplane parts or ship components. Mr. Sullivan said the items are tiny fragments, so it is not always possible to identify the specific nature of the items. Medi Sunga (DTSC) asked how big the items in the jars are, and if they were not separated out because the soil they are in is clay. Mr. Sullivan said the items in jars are in a small clump; the clump could be separated from the soil, but it did not make sense, from a safety standpoint, to break apart the clump. To summarize, all of the commodities are numbered individually, and for items in jars, the clump in the jar is treated as one item and has an identification number, as listed on the commodity table.

2012 Look Back

Mr. Sullivan presented a "look back" of the environmental program activities completed in 2012 (Attachment E). Mr. Sullivan said Underground Storage Tank 240 at Site 6 is part of the petroleum program. It is being remediated under a petroleum Corrective Action, rather than being part of the Comprehensive

Environmental Response, Compensation, and Liability Act (CERCLA) investigation and cleanup.

Mr. Sullivan noted the status for a number of sites. He said work is on hold at Sites 8, 11, and 29 pending completion of the new eastern span of the San Francisco/Oakland Bay Bridge. Mr. Sullivan said the Remedial Investigation (RI) report for Site 12 was finalized in 2012 and the Feasibility Study (FS) has begun. However, there were some data gaps at Site 12, so a draft data gaps work plan was also submitted for review in 2012, and sampling fieldwork will occur in 2013.

Mr. Sullivan noted there is a Remedial Action Work Plan (RAWP) in progress for Site 21. There is no further remedial action planned for that site, but there will be land use controls as part of the final remedy. The RAWP is for conducting the land use control inspections. There is also continuing groundwater monitoring at Site 21.

Mr. Sullivan reviewed the list of documents that were finalized in 2012, and then the list of documents issued draft in 2012 that have not yet been finalized. He also reviewed all of the field work and community relations events for 2012, as listed in the attachment.

Mr. Daly noted the new span of the San Francisco-Oakland Bay Bridge is scheduled to open in September 2013, and the California Department of Transportation (Caltrans) is scheduling events in 2013 in the Clipper Cove and adjacent on-shore areas. However, currently there is no public access to this area. He asked when the Navy will open access. Mr. Sullivan said the on-shore fenced area that Mr. Daly is referring to is not fenced because of a Navy project. A City of San Francisco tenant is in that area and that tenant has fenced off the area. He added that when work is conducted at Site 27 (Clipper Cove), the Navy will have a minimal on-shore work area behind Building 2 as coordinated with the City. The area commonly used by the City for public events, such as the Dragon Boat Festival, will remain open and accessible.

Upcoming Documents and Field Schedule

Mr. Sullivan introduced Jessica O'Sullivan (Tetra Tech) to present the Document Tracking Sheet (Attachment F) and the Field Schedule (Attachment G). She reviewed all of the documents scheduled to be issued as draft or final in the next 60 days, and the field work that will be conducted in the next 60 days.

Co-Chair Announcements
Alice Pilram (RAB Community Co-chair) announced that NAVSTA TI now has a grocery store, called the Island Cove Market. She added that the flea market will continue to run through the winter, and noted that it brings many visitors to TI.

Mr. Sullivan gave an update on the RAB Standard Operating Procedures (SOP). He said John Gee (RAB member) had made recommended edits in track changes and submitted them to the RAB community members. The community members thanked Mr. Gee for his time and effort on the SOPs. It was agreed that the RAB members will review the current SOPs with Mr. Gee's edits and provide any feedback directly to Mr. Gee. Mr. Gee agreed to send an updated version to the group prior to the February RAB meeting. At the February meeting, the RAB community members will vote on accepting the updated SOPs.

RAB Meeting Minutes
Mr. Sullivan asked for comments on the draft October 2012 meeting minutes. Nathan Brennan (RAB member) provided one minor correction. Ms. Smith asked for more time to review the minutes, and said she will send electronic edits to Tommie Jean Valmassy (Tetra Tech). The RAB voted to approve the draft October minutes as final, pending incorporation of comments from Mr. Brennan and Ms. Smith.

BRAC Cleanup Team Update
Mr. Sullivan said the BRAC Cleanup Team (BCT) met twice since the last RAB meeting. Agenda items were the same as the items discussed at this RAB meeting. Neither the November nor the December meetings included follow-on technical meetings. Ms. Sunga said DTSC attended the TI Health Network (TIHN) meeting on Saturday, December 8, 2012. Kathryn Lundgren (community member, TIHN) thanked DTSC for attending that meeting. Ms. Lundgren said TIHN is also coordinating a second tour of the wastewater treatment plant on TI on Friday, December 14, 2012, at 9:00 a.m. To attend, interested parties are welcome to show up by 9:00 a.m. at the end of Avenue H, near the entrance to the wastewater treatment plant. The San Francisco Public Utilities Commission (PUC) operates the plant and is providing the tour.

Public Comments/Announcements
Mr. Brennan said the Citizens Advisory Board (CAB) met once since the last RAB meeting; he noted it was only the second meeting of 2012. He said based on new California policy, NAVSTA TI no longer qualifies for redevelopment funds. The City is working with the legislature to identify another type of funding. Mr. Brennan said the next CAB meeting is not yet scheduled, but will likely take place in spring 2013. An announcement will be made on the website (www.sftreasureisland.org).

Future Meeting Agenda Items

Mr. Sullivan said the Navy will present the 2013 Look Ahead presentation at the February meeting. Mr. Brennan asked if there will be more information available about the cleanup planned outside the current Building 233 project area, as mentioned during that update. Mr. Sullivan said additional utilities inspections may be in the planning stage by the February meeting, so the Navy may be able to give an update. He noted a contract for that work has been awarded, but the contractor is just now in the early planning stages. He said the same contractor, Innovative Technical Solutions, Inc. Gilbane (ITSI Gilbane), was also awarded a contract to conduct additional surveys within Site 12.

Mr. Sullivan said the next RAB meeting is scheduled for Tuesday, February 19, 2013. The next RAB conference call is scheduled for Tuesday, January 29, 2013. The call-in number is the same and is on the RAB agenda. Mr. Sullivan thanked everyone for attending. The meeting was adjourned at 8:29 p.m.

December 11, 2012 RAB Meeting

- Attachment A: NAVSTA TI RAB Meeting No. 163 Agenda
- Attachment B: Field Activities Sites 31 and 33, Site 12, and Building 233
- Attachment C: Waste Shipments and Radiological Commodities
- Attachment D: TI Combined Commodity Inventory
- Attachment E: Look Back 2012
- Attachment F: Document Tracking Sheet
- Attachment G : Field Schedule

NAVAL STATION TREASURE ISLAND
ENVIRONMENTAL RESTORATION ADVISORY BOARD MEETING
Tuesday, 11 December 2012
7:00 PM.
Casa de la Vista Building 271
Treasure Island
MEETING NO. 163

6:00 – 7:00	**Optional Holiday Potluck**
7:00 – 7:05	**Welcome Remarks and Introductions** Lead: James Sullivan, Navy Co-Chair
7:05 – 7:15	**Public Comment and Announcements** Lead: James Sullivan, Navy Co-Chair
7:15 – 7:25	**Field Activities and Access Update (Sites 12, 31, 33 and Building 233)** Lead: Shaw Environmental
7:25 – 7:35	**Waste Shipments and Radiological Commodities** Lead: James Sullivan, Navy Co-Chair
7:35 – 8:05	**Navy Environmental Program 2012 Look Back** Lead: David Clark, Navy Lead Remedial Project Manager
8:05 – 8:15	**Upcoming Documents and Field Schedule** Lead: Jessica O'Sullivan, Tetra Tech EMI
8:15 – 8:20	**Co-Chair Announcements** Lead: Alice Pilram, Community Co-Chair
8:20 – 8:25	**RAB Meeting Minutes** Lead: James Sullivan, Navy Co-Chair
8:25 – 8:30	**BRAC Cleanup Team Update** Lead: Navy, DTSC and RWQCB
8:30 – 8:35	**Other Public Comment and Announcements** Lead: James Sullivan, Navy Co-Chair
8:35 – 8:40	**Future Meeting Agenda Items** Lead: Navy and Community Co-Chairs
8:40 – 8:45	**Closing Remarks/End of Meeting** Break/Informal Discussion for 30 minutes after the meeting *This is an opportunity to informally discuss issues*

Next Regular Meeting: No January 2013 Meeting

7:00 pm Tuesday, 19 February 2013
Casa de la Vista, Treasure Island

Next Treasure Island Citizen's Advisory Board (CAB) Meeting: See the web site for latest dates and times for future meetings: http://www.sfgov.org/treasureisland

Next Interim RAB Community Member Conference Call:

7:00 pm. Tuesday, 29 January 2013

Call-In Number: 1- 866-822-0121
Participant Code: 1122026

Navy BRAC Web Site: http://www.bracpmo.navy.mil (click on map for Treasure Island)

Navy San Diego Office Address:
JAMES B. SULLIVAN
BASE REALIGNMENT AND CLOSURE
PROGRAM MANAGEMENT OFFICE WEST
NAVAL FACILITIES ENGINEERING COMMAND
1455 FRAZEE ROAD, SUITE 900
SAN DIEGO, CA 92108-4310

james.b.sullivan2@navy.mil

Naval Station Treasure Island

Sites 31 and 33

Restoration Advisory Board (RAB) Meeting
December 11, 2012

1

Site 31

- Current Site 31 activities:
  - Continued stockpile maintenance; ensuring piles remain covered/secured
  - SWPPP compliance
  - Weekly radiological boundary surveys
- Remaining fieldwork at Site 31:
  - FSS
  - Transportation and disposal
  - Backfilling and final site radiological survey (as-left condition)
  - Site restoration

2

Site 33

- Current Site 33 activities:
  - Continued stockpile maintenance; ensuring piles remain covered
  - SWPPP compliance
  - Weekly radiological boundary surveys
- Remaining fieldwork at Site 33:
  - Transportation and disposal
  - Backfilling
  - Incidental site restoration
- BCT comments on the *Draft Remedial Action Completion Report* (RACR) were received November 3, 2012. Currently working on comment resolution.

3

Naval Station Treasure Island

Site 12

Restoration Advisory Board (RAB) Meeting
December 11, 2012

4

SWDA A&B

- Building 1321 survey documentation completed.
- No field work activity.
- Site security at SWDA A&B is provided by a chain link fence. The fence is visually inspected weekly and a perimeter radiological survey conducted.

5

Site 12 Documents

- SWDA 1207/1209 (Bayside Drive) and SWDA 1231/1233 (North Point Drive) *Draft Removal Action Post-Construction Summary Report* – preparing response to comments.
- SWDA A/B (Westside Drive/Lester Court) *Draft Post Construction Summary Report* – draft to be submitted late December.

6

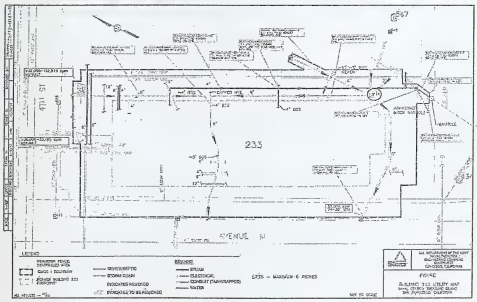
Naval Station Treasure Island

Building 233

Restoration Advisory Board (RAB) Meeting
December 11, 2012

7

Building 233



Building 233 - Path Forward

- Upcoming activities at Building 233 footprint include:
  - Removal of drain lines and catch basin 544.
  - Completion of site remediation and characterization report and Final Status Survey (FSS) plan. MARSSIM survey unit designation.
  - Performance of FSS and sampling
  - Preparation and submittal of FSS report
  - Following concurrence, backfill and performance of final as-left condition surveys

9

Naval Station Treasure Island

Waste Shipments and Radiological Commodities

December 11, 2012
Restoration Advisory Board Meeting

Waste Shipments and Radiological Commodities

- **577 Commodities recovered between 2007 and 2010**
  - 1st Shipment: 89 commodities on 4/28/2008
  - 2nd Shipment: 350 commodities on 4/40/2009
  - 138 commodities currently onsite awaiting shipment
- **Excavated soil that was contaminated by Radium 226 was disposed as Low Level Radioactive Waste (LLRW) in bins. Some miscellaneous debris items that could not be scanned (i.e. wire rope) were also placed in the bins.**
- **Excavated soil that was not LLRW was disposed as Class I or Class II waste in accordance with its chemical waste profile results.**
- **Soil and commodities removed together during the June 2011 Area A hotspot excavation were placed in B-25 boxes.**
- **Excavations were backfilled with clean soil from off Treasure Island that was tested.**

2

Treasure Island Commodity List

Commodities Recovered by NWT 3/7/2007 to 4/27/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
1	TI-01	2007-08	0.028	jar	Offsite 4/28/2008	0.0031
2	TI-02	2007-08	0.022	jar	Offsite 4/28/2008	0.0024
3	TI-03	2007-08	0.044	jar	Offsite 4/28/2008	0.0049
4	TI-04	2007-08	0.032	jar	Offsite 4/28/2008	0.0035
5	TI-05	2007-08	12	jar	Offsite 4/28/2008	1.3271
6	TI-06	2007-08	10	foil	Offsite 4/28/2008	1.1060
7	TI-07	2007-08	9	foil	Offsite 4/28/2008	0.9954
8	TI-08	2007-08	10	foil	Offsite 4/28/2008	1.1060
9	TI-09	2007-08	8	foil	Offsite 4/28/2008	0.8848
10	TI-10	2007-08	6	foil	Offsite 4/28/2008	0.6636
11	TI-11	2007-08	6	foil	Offsite 4/28/2008	0.6636
12	TI-12	2007-08	6	foil	Offsite 4/28/2008	0.6636
13	TI-13	2007-08	8	foil	Offsite 4/28/2008	0.8848
14	TI-14	2007-08	5	foil	Offsite 4/28/2008	0.5530
15	TI-15	2007-08	9	foil	Offsite 4/28/2008	0.9954
16	TI-16	2007-08	8	foil	Offsite 4/28/2008	0.8848

Commodities Recovered by NWT 3/7/2007 to 4/27/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
17	TI-17	2007-08	6	foil	Offsite 4/28/2008	0.6636
18	TI-18	2007-08	8	foil	Offsite 4/28/2008	0.8848
19	TI-19	2007-08	6	foil	Offsite 4/28/2008	0.6636
20	TI-20	2007-08	6	foil	Offsite 4/28/2008	0.6636
21	TI-21	2007-08	8	foil	Offsite 4/28/2008	0.8848
22	TI-22	2007-08	10	foil	Offsite 4/28/2008	1.1060
23	TI-23	2007-08	4	foil	Offsite 4/28/2008	0.4424
24	TI-24	2007-08	4	foil	Offsite 4/28/2008	0.4424
25	TI-25	2007-08	12	foil	Offsite 4/28/2008	1.3271
26	TI-26	2007-08	10	foil	Offsite 4/28/2008	1.1060
27	TI-27	2007-08	8	foil	Offsite 4/28/2008	0.8848
28	TI-28	2007-08	0.02	button	Offsite 4/28/2008	0.0022
29	TI-29	2007-08	0.006	foil	Offsite 4/28/2008	0.0007
30	TI-30	2007-08	0.02	foil	Offsite 4/28/2008	0.0022
31	TI-31	2007-08	0.044	button	Offsite 4/28/2008	0.0049
32	TI-32	2007-08	0.04	button	Offsite 4/28/2008	0.0044

Treasure Island Commodity List

Commodities Recovered by NWT 3/7/2007 to 4/27/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
33	TI-33	2007-08	0.006	button	Offsite 4/28/2008	0.0007
34	TI-34	2007-08	0.022	button	Offsite 4/28/2008	0.0024
35	TI-35	2007-08	0.022	button	Offsite 4/28/2008	0.0024
36	TI-36	2007-08	0.02	button	Offsite 4/28/2008	0.0022
37	TI-37	2007-08	0.032	button	Offsite 4/28/2008	0.0035
38	TI-38	2007-08	0.03	button	Offsite 4/28/2008	0.0033
39	TI-39	2007-08	0.032	button	Offsite 4/28/2008	0.0035
40	TI-40	2007-08	0.02	clear button cover	Offsite 4/28/2008	0.0022
41	TI-41	2007-08	0.04	soil	Offsite 4/28/2008	0.0044
42	TI-43	2007-08	0.026	rusted metal	Offsite 4/28/2008	0.0029
43	TI-44	2007-08	0.015	metal strap with button	Offsite 4/28/2008	0.0017
44	TI-45	2007-08	0.03	soil	Offsite 4/28/2008	0.0033
45	TI-46	2007-08	0.024	piece of old deck marker?	Offsite 4/28/2008	0.0027
46	TI-47	2007-08	0.02	soil	Offsite 4/28/2008	0.0022
47	TI-48	2007-08	0.015	soil	Offsite 4/28/2008	0.0017
48	TI-49	2007-08	0.015	soil	Offsite 4/28/2008	0.0017

Commodities Recovered by NWT 3/7/2007 to 4/27/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
49	TI-50	2007-08	0.04	soil	Offsite 4/28/2008	0.0044
50	TI-51	2007-08	0.015	soil	Offsite 4/28/2008	0.0017
51	TI-52	2007-08	0.024	soil	Offsite 4/28/2008	0.0027
52	TI-53	2007-08	0.08	soil	Offsite 4/28/2008	0.0088
53	TI-54	2007-08	0.022	soil	Offsite 4/28/2008	0.0024
54	TI-55	2007-08	0.015	soil	Offsite 4/28/2008	0.0017
55	TI-56	2007-08	9	foil	Offsite 4/28/2008	0.9954
56	TI-57	2007-08	10	foil	Offsite 4/28/2008	1.1060
57	TI-58	2007-08	10	foil	Offsite 4/28/2008	1.1060
58	TI-59	2007-08	10	foil	Offsite 4/28/2008	1.1060
59	TI-60	2007-08	8	foil	Offsite 4/28/2008	0.8848
60	TI-61	2007-08	6	foil	Offsite 4/28/2008	0.6636
61	TI-62	2007-08	8	two 0.5 cm chunks of corrosion?	Offsite 4/28/2008	0.8848
62	TI-63	2007-08	10	foil	Offsite 4/28/2008	1.1060
63	TI-64	2007-08	6	foil	Offsite 4/28/2008	0.6636
64	TI-65	2007-08	8	foil	Offsite 4/28/2008	0.8848

Treasure Island Commodity List

Commodities Recovered by NWT 3/7/2007 to 4/27/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
65	TI-66	2007-08	0.24	foil	Offsite 4/28/2008	0.0265
66	TI-67	2007-08	10	foil	Offsite 4/28/2008	1.1060
67	TI-68	2007-08	6	foil	Offsite 4/28/2008	0.6636
68	TI-69	2007-08	10	foil	Offsite 4/28/2008	1.1060
69	TI-70	2007-08	8	foil	Offsite 4/28/2008	0.8848
70	TI-71	2007-08	8	foil	Offsite 4/28/2008	0.8848
71	TI-72	2007-08	12	foil	Offsite 4/28/2008	1.3271
72	TI-73	2007-08	8	foil	Offsite 4/28/2008	0.8848
73	TI-74	2007-08	1.6	foil	Offsite 4/28/2008	0.1770
74	100	2007-08	58	foil	Offsite 4/28/2008	6.4145
75	101	2007-08	10	foil	Offsite 4/28/2008	1.1060
76	102	2007-08	5	foil	Offsite 4/28/2008	0.5530
77	103	2007-08	0.012	soil	Offsite 4/28/2008	0.0013
78	104	2007-08	0.008	soil	Offsite 4/28/2008	0.0009
79	105	2007-08	0.006	soil	Offsite 4/28/2008	0.0007
80	106	2007-08	0.03	button	Offsite 4/28/2008	0.0033

Treasure Island Commodity List

Commodities Recovered by NWT 3/7/2007 to 11/24/2008							
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①	
81	107	2007-08	0.022	button	Offsite 4/28/2008	0.0024	
82	108	2007-08	0.015	button	Offsite 4/28/2008	0.0017	
83	109	2007-08	0.034	button	Offsite 4/28/2008	0.0038	
84	110	2007-08	0.024	button	Offsite 4/28/2008	0.0027	
85	111	2007-08	0.012	soil	Offsite 4/28/2008	0.0013	
86	112	2007-08	0.04	button	Offsite 4/28/2008	0.0044	
87	113	2007-08	0.006	soil	Offsite 4/28/2008	0.0007	
88	114	2007-08	0.23	button	Offsite 4/28/2008	0.0254	Total Estimated Activity 2008 shipment (mCi)
89	115	2007-08	0.02	button	Offsite 4/28/2008	0.0022	44.4726
90	401	04/28/08	6	foil	Offsite 4/30/2009	0.6636	
91	402	04/29/08	5	foil	Offsite 4/30/2009	0.5530	
92	403	04/29/08	10	foil	Offsite 4/30/2009	1.1060	
93	404	04/30/08	12	foil	Offsite 4/30/2009	1.3271	
94	405	04/30/08	2	possible foil fragments	Offsite 4/30/2009	0.2212	
95	501	05/01/08	15	foil	Offsite 4/30/2009	1.6589	
96	502	05/21/08	0.04	button	Offsite 4/30/2009	0.0044	

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
97	503	05/22/08	0.008	switch	Offsite 4/30/2009	0.0009
98	504	05/29/08	0.035	button	Offsite 4/30/2009	0.0039
99	601	06/02/08	0.025	button	Offsite 4/30/2009	0.0028
100	602	06/16/08	2	appear to be foil fragments	Offsite 4/30/2009	0.2212
101	603	06/19/08	0.04	button	Offsite 4/30/2009	0.0044
102	604	06/26/08	0.04	foil	Offsite 4/30/2009	0.0044
103	701	07/03/08	0.04	button	Offsite 4/30/2009	0.0044
104	702	07/24/08	0.008	electronic component	Offsite 4/30/2009	0.0009
105	703	07/24/08	0.008	metallic piece	Offsite 4/30/2009	0.0009
106	704	07/24/08	0.025	button like	Offsite 4/30/2009	0.0028
107	705	07/24/08	0.02	metallic piece	Offsite 4/30/2009	0.0022
108	706	07/30/08	0.008	switch	Offsite 4/30/2009	0.0009
109	707	07/30/08	0.008	metal piece	Offsite 4/30/2009	0.0009
110	801	08/04/08	0.008	metal piece	Offsite 4/30/2009	0.0009
111	802	08/12/08	10	foil	Offsite 4/30/2009	1.1060
112	803	08/19/08	0.01	metal fragments	Offsite 4/30/2009	0.0011

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
113	804	08/19/08	10	foil fragments	Offsite 4/30/2009	1.1060
114	805	08/20/08	0.4	metal fragments	Offsite 4/30/2009	0.0442
115	806	08/20/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
116	807	08/26/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
117	808	08/27/08	0.02	metal fragments	Offsite 4/30/2009	0.0022
118	809	08/28/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
119	810	08/28/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
120	901	09/02/08	0.02	metal fragments	Offsite 4/30/2009	0.0022
121	902	09/23/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
122	903	09/23/08	0.01	switch	Offsite 4/30/2009	0.0011
123	904	09/23/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
124	905	09/23/08	0.04	metal fragments	Offsite 4/30/2009	0.0044
125	906	09/23/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
126	907	09/23/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
127	908	09/23/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
128	909	09/23/08	0.01	metal fragments	Offsite 4/30/2009	0.0011

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
129	910	09/23/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
130	911	09/23/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
131	912	09/23/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
132	913	09/23/08	4	foil	Offsite 4/30/2009	0.4424
133	914	09/24/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
134	915	09/24/08	0.014	metal fragments	Offsite 4/30/2009	0.0015
135	916	09/24/08	0.012	metal fragments	Offsite 4/30/2009	0.0013
136	917	09/24/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
137	918	09/24/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
138	919	09/24/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
139	920	09/25/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
140	921	09/25/08	0.04	metal fragments	Offsite 4/30/2009	0.0044
141	922	09/25/08	0.014	metal fragments	Offsite 4/30/2009	0.0015
142	923	09/25/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
143	924	09/25/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
144	925	09/25/08	0.01	metal fragments	Offsite 4/30/2009	0.0011

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
145	926	09/25/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
146	927	09/25/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
147	928	09/25/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
148	929	09/25/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
149	930	09/25/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
150	931	09/25/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
151	932	09/25/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
152	933	09/25/08	0.02	metal fragments	Offsite 4/30/2009	0.0022
153	934	09/25/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
154	935	09/25/08	0.018	metal fragments	Offsite 4/30/2009	0.0020
155	936	09/25/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
156	937	09/25/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
157	938	09/25/08	0.03	metal fragments	Offsite 4/30/2009	0.0033
158	939	09/29/08	20	foil	Offsite 4/30/2009	2.2119
159	940	09/29/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
160	941	09/29/08	0.01	metal fragments	Offsite 4/30/2009	0.0011

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
161	942	09/29/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
162	943	09/29/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
163	944	09/29/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
164	945	09/29/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
165	946	09/29/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
166	947	09/29/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
167	948	09/29/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
168	949	09/29/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
169	950	09/29/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
170	951	09/29/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
171	952	09/30/08	0.012	metal fragments	Offsite 4/30/2009	0.0013
172	953	09/30/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
173	954	09/30/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
174	955	09/30/08	0.22	metal fragments	Offsite 4/30/2009	0.0243
175	956	09/30/08	0.012	metal fragments	Offsite 4/30/2009	0.0013
176	957	09/30/08	0.01	metal fragments	Offsite 4/30/2009	0.0011

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
177	958	09/30/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
178	959	09/30/08	0.014	metal fragments	Offsite 4/30/2009	0.0015
179	960	09/30/08	0.02	metal fragments	Offsite 4/30/2009	0.0022
180	961	09/30/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
181	962	09/30/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
182	963	09/30/08	0.014	metal fragments	Offsite 4/30/2009	0.0015
183	964	09/30/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
184	965	09/30/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
185	966	09/30/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
186	967	09/30/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
187	968	09/30/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
188	969	09/30/08	0.012	metal fragments	Offsite 4/30/2009	0.0013
189	970	09/30/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
190	971	09/30/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
191	972	09/30/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
192	973	09/30/08	0.008	metal fragments	Offsite 4/30/2009	0.0009

Treasure Island Commodity List

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
193	974	09/30/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
194	975	09/30/08	0.012	metal fragments	Offsite 4/30/2009	0.0013
195	976	09/30/08	0.018	metal fragments	Offsite 4/30/2009	0.0020
196	977	09/30/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
197	978	09/30/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
198	979	09/30/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
199	980	09/30/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
200	981	09/30/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
201	982	09/30/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
202	983	09/30/08	0.014	metal fragments	Offsite 4/30/2009	0.0015
203	984	09/30/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
204	1001	10/01/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
205	1002	10/01/08	0.08	metal fragments	Offsite 4/30/2009	0.0088
206	1003	10/01/08	0.03	metal fragments	Offsite 4/30/2009	0.0033
207	1004	10/01/08	0.05	metal fragments	Offsite 4/30/2009	0.0055
208	1005	10/01/08	0.01	metal fragments	Offsite 4/30/2009	0.0011

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
209	1006	10/01/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
210	1007	10/01/08	0.05	metal fragments	Offsite 4/30/2009	0.0055
211	1008	10/01/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
212	1009	10/01/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
213	1010	10/01/08	0.08	metal fragments	Offsite 4/30/2009	0.0088
214	1011	10/01/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
215	1012	10/01/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
216	1013	10/01/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
217	1014	10/02/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
218	1015	10/02/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
219	1016	10/02/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
220	1017	10/02/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
221	1018	10/02/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
222	1019	10/02/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
223	1020	10/02/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
224	1021	10/02/08	0.008	metal fragments	Offsite 4/30/2009	0.0009

Treasure Island Commodity List

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
225	1022	10/02/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
226	1023	10/02/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
227	1024	10/02/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
228	1025	10/02/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
229	1026	10/06/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
230	1027	10/06/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
231	1028	10/06/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
232	1029	10/06/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
233	1030	10/07/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
234	1031	10/07/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
235	1032	10/07/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
236	1033	10/07/08	2	foil	Offsite 4/30/2009	0.2212
237	1034	10/07/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
238	1035	10/07/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
239	1036	10/08/08	0.012	metal fragments	Offsite 4/30/2009	0.0013
240	1037	10/08/08	0.02	metal fragments	Offsite 4/30/2009	0.0022

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
241	1038	10/08/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
242	1039	10/08/08	0.012	metal fragments	Offsite 4/30/2009	0.0013
243	1040	10/08/08	0.012	metal fragments	Offsite 4/30/2009	0.0013
244	1041	10/09/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
245	1042	10/09/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
246	1043	10/13/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
247	1044	10/13/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
248	1045	10/13/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
249	1046	10/13/08	0.025	metal fragments	Offsite 4/30/2009	0.0028
250	1047	10/13/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
251	1048	10/13/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
252	1049	10/13/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
253	1050	10/13/08	0.04	metal fragments	Offsite 4/30/2009	0.0044
254	1051	10/13/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
255	1052	10/14/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
256	1053	10/14/08	0.012	metal fragments	Offsite 4/30/2009	0.0013

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
257	1054	10/14/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
258	1055	10/14/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
259	1056	10/14/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
260	1057	10/14/08	0.015	4" dia x 4" long cylindrical gauge	Offsite 4/30/2009	0.0017
261	1058	10/14/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
262	1059	10/14/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
263	1060	10/14/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
264	1061	10/14/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
265	1062	10/14/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
266	1063	10/14/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
267	1064	10/15/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
268	1065	10/15/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
269	1066	10/15/08	1.5	foil	Offsite 4/30/2009	0.1659
270	1067	10/15/08	0.012	metal fragments	Offsite 4/30/2009	0.0013
271	1068	10/15/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
272	1069	10/15/08	0.5	metal fragments	Offsite 4/30/2009	0.0553

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
273	1070	10/15/08	0.02	foil fragment	Offsite 4/30/2009	0.0022
274	1071	10/16/08	0.006	metal fragments	Offsite 4/30/2009	0.0007
275	1072	10/16/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
276	1073	10/16/08	0.005	metal fragments	Offsite 4/30/2009	0.0006
277	1074	10/16/08	0.012	metal fragments	Offsite 4/30/2009	0.0013
278	1075	10/16/08	0.004	metal fragments	Offsite 4/30/2009	0.0004
279	1076	10/16/08	0.005	metal fragments	Offsite 4/30/2009	0.0006
280	1077	10/16/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
281	1078	10/16/08	0.1	metal disc	Offsite 4/30/2009	0.0111
282	1079	10/20/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
283	1080	10/20/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
284	1081	10/20/08	0.005	metal fragments	Offsite 4/30/2009	0.0006
285	1082	10/20/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
286	1083	10/20/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
287	1084	10/20/08	0.005	metal fragments	Offsite 4/30/2009	0.0006
288	1085	10/20/08	0.008	metal fragments	Offsite 4/30/2009	0.0009

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
289	1086	10/20/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
290	1087	10/21/08	0.007	metal fragments	Offsite 4/30/2009	0.0008
291	1088	10/21/08	0.012	metal fragments	Offsite 4/30/2009	0.0013
292	1089	10/21/08	0.007	metal fragments	Offsite 4/30/2009	0.0008
293	1090	10/21/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
294	1091	10/23/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
295	1092	10/23/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
296	1093	10/23/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
297	1094	10/23/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
298	1095	10/23/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
299	1096	10/23/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
300	1097	10/23/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
301	1098	10/27/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
302	1099	10/27/08	0.007	metal fragments	Offsite 4/30/2009	0.0008
303	10100	10/27/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
304	10101	10/27/08	0.006	metal fragments	Offsite 4/30/2009	0.0007

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule(i)
305	10102	10/27/08	0.006	metal fragments	Offsite 4/30/2009	0.0007
306	10103	10/27/08	0.007	metal fragments	Offsite 4/30/2009	0.0008
307	10104	10/27/08	0.015	metal fragments	Offsite 4/30/2009	0.0017
308	10105	10/27/08	0.006	metal fragments	Offsite 4/30/2009	0.0007
309	10106	10/28/08	0.006	metal fragments	Offsite 4/30/2009	0.0007
310	10107	10/28/08	0.006	metal fragments	Offsite 4/30/2009	0.0007
311	10108	10/28/08	0.006	metal fragments	Offsite 4/30/2009	0.0007
312	10109	10/28/08	0.004	metal fragments	Offsite 4/30/2009	0.0004
313	10110	10/28/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
314	10111	10/28/08	0.005	metal fragments	Offsite 4/30/2009	0.0006
315	10112	10/28/08	0.006	metal fragments	Offsite 4/30/2009	0.0007
316	10113	10/28/08	0.005	metal fragments	Offsite 4/30/2009	0.0006
317	10114	10/28/08	0.005	metal fragments	Offsite 4/30/2009	0.0006
318	10115	10/28/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
319	10116	10/28/08	0.005	metal fragments	Offsite 4/30/2009	0.0006
320	10117	10/28/08	0.008	metal fragments	Offsite 4/30/2009	0.0009

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
321	10118	10/28/08	0.007	metal fragments	Offsite 4/30/2009	0.0008
322	10119	10/28/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
323	10120	10/29/08	2.8	Soil/Debris Fragments	Offsite 4/30/2009	0.3097
324	10121	10/29/08	0.014	Metal Fragments	Offsite 4/30/2009	0.0015
325	10122	10/29/08	0.014	Metal Fragments	Offsite 4/30/2009	0.0015
326	10123	10/29/08	0.03	Metal Fragments	Offsite 4/30/2009	0.0033
327	10124	10/29/08	2	Foil	Offsite 4/30/2009	0.2212
328	10125	10/29/08	0.05	Button	Offsite 4/30/2009	0.0055
329	10126	10/29/08	2	Foil	Offsite 4/30/2009	0.2212
330	10127	10/30/08	0.07	Metal Fragments	Offsite 4/30/2009	0.0077
331	10128	10/30/08	1.5	Foil	Offsite 4/30/2009	0.1659
332	10128	10/30/08	0.012	Metal Fragments	Offsite 4/30/2009	0.0013
333	10130	10/30/08	1	Foil Fragments	Offsite 4/30/2009	0.1106
334	10131	10/30/08	0.008	Metal Fragments	Offsite 4/30/2009	0.0009
335	10132	10/30/08	0.05	Soil	Offsite 4/30/2009	0.0055
336	10133	10/30/08	0.04	Soil	Offsite 4/30/2009	0.0044

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
337	10134	10/30/08	0.035	Metal Fragments	Offsite 4/30/2009	0.0039
338	10135	10/30/08	0.012	Metal Fragments	Offsite 4/30/2009	0.0013
339	1101	11/04/08	2	Foil	Offsite 4/30/2009	0.2212
340	1102	11/04/08	0.017	Metal Fragments	Offsite 4/30/2009	0.0019
341	1103	11/04/08	0.01	Metal Fragments	Offsite 4/30/2009	0.0011
342	1104	11/04/08	0.012	Metal Fragments	Offsite 4/30/2009	0.0013
343	1105	11/04/08	0.007	Metal Fragments	Offsite 4/30/2009	0.0008
344	1106	11/04/08	0.006	Metal Fragments	Offsite 4/30/2009	0.0007
345	1107	11/04/08	0.01	Metal Fragments	Offsite 4/30/2009	0.0011
346	1108	11/04/08	0.005	Metal Fragments	Offsite 4/30/2009	0.0006
347	1109	11/04/08	0.007	Metal Fragments	Offsite 4/30/2009	0.0008
348	1110	11/04/08	0.008	Metal Fragments	Offsite 4/30/2009	0.0009
349	1111	11/04/08	0.006	Metal Fragments	Offsite 4/30/2009	0.0007
350	1112	11/04/08	0.006	Metal Fragments	Offsite 4/30/2009	0.0007
351	1113	11/04/08	0.008	Metal Fragments	Offsite 4/30/2009	0.0009
352	1114	11/04/08	0.006	Metal Fragments	Offsite 4/30/2009	0.0007

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
353	1115	11/04/08	0.02	Metal Fragments	Offsite 4/30/2009	0.0022
354	1116	11/04/08	0.04	Metal Fragments	Offsite 4/30/2009	0.0044
355	1117	11/04/08	0.007	Metal Fragments	Offsite 4/30/2009	0.0008
356	1118	11/04/08	0.03	Metal Fragments	Offsite 4/30/2009	0.0033
357	1119	11/04/08	0.005	Metal Fragments	Offsite 4/30/2009	0.0006
358	1120	11/04/08	4	Foil	Offsite 4/30/2009	0.4424
359	1121	11/04/08	0.007	Metal Fragments	Offsite 4/30/2009	0.0008
360	1122	11/04/08	0.007	Metal Fragments	Offsite 4/30/2009	0.0008
361	1123	11/04/08	0.006	Metal Fragments	Offsite 4/30/2009	0.0007
362	1124	11/04/08	0.006	Metal Fragments	Offsite 4/30/2009	0.0007
363	1125	11/04/08	0.01	Metal Fragments	Offsite 4/30/2009	0.0011
364	1126	11/05/08	1.5	Foil	Offsite 4/30/2009	0.1659
365	1127	11/05/08	0.05	Metal Fragments	Offsite 4/30/2009	0.0055
366	1128	11/05/08	1.5	Foil	Offsite 4/30/2009	0.1659
367	1129	11/05/08	0.012	Metal Fragments	Offsite 4/30/2009	0.0013
368	1130	11/05/08	0.008	Metal Fragments	Offsite 4/30/2009	0.0009

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
369	1131	11/05/08	0.015	Metal Fragments	Offsite 4/30/2009	0.0017
370	1132	11/06/08	0.005	Metal Fragments	Offsite 4/30/2009	0.0006
371	1133	11/06/08	0.005	Metal Fragments	Offsite 4/30/2009	0.0006
372	1134	11/06/08	0.01	Metal Fragments	Offsite 4/30/2009	0.0011
373	1135	11/06/08	0.007	Metal Fragments	Offsite 4/30/2009	0.0008
374	1136	11/06/08	0.005	Metal Fragments	Offsite 4/30/2009	0.0006
375	1137	11/06/08	0.5	Foil Fragment	Offsite 4/30/2009	0.0553
376	1138	11/06/08	0.005	Metal Fragments	Offsite 4/30/2009	0.0006
377	1139	11/06/08	0.014	Metal Fragments	Offsite 4/30/2009	0.0015
378	1140	11/06/08	0.005	Metal Fragments	Offsite 4/30/2009	0.0006
379	1141	11/06/08	0.008	Metal Fragments	Offsite 4/30/2009	0.0009
380	1142	11/06/08	0.02	Button	Offsite 4/30/2009	0.0022
381	1143	11/06/08	0.02	Metal Fragments	Offsite 4/30/2009	0.0022
382	1144	11/06/08	0.007	Metal Fragments	Offsite 4/30/2009	0.0008
383	1145	11/06/08	0.005	Metal Fragments	Offsite 4/30/2009	0.0006
384	1146	11/10/08	2	Foil	Offsite 4/30/2009	0.2212

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
385	1147	11/10/08	1.5	Foil	Offsite 4/30/2009	0.1659
386	1148	11/10/08	0.025	Metal Fragments	Offsite 4/30/2009	0.0028
387	1149	11/10/08	0.008	Soil	Offsite 4/30/2009	0.0009
388	1150	11/10/08	0.02	Metal Fragments	Offsite 4/30/2009	0.0022
389	1151	11/10/08	0.008	Soil	Offsite 4/30/2009	0.0009
390	1152	11/10/08	0.008	Metal Fragments	Offsite 4/30/2009	0.0009
391	1153	11/10/08	0.025	Metal Fragments	Offsite 4/30/2009	0.0028
392	1154	11/10/08	2	Foil Fragments / Soil	Offsite 4/30/2009	0.2212
393	1155	11/10/08	0.02	Metal Fragments	Offsite 4/30/2009	0.0022
394	1156	11/10/08	0.006	Metal Fragments	Offsite 4/30/2009	0.0007
395	1157	11/10/08	0.008	Metal Fragments	Offsite 4/30/2009	0.0009
396	1158	11/10/08	0.02	Metal Fragments	Offsite 4/30/2009	0.0022
397	1159	11/10/08	2	Foil	Offsite 4/30/2009	0.2212
398	1160	11/10/08	0.006	Metal Fragments	Offsite 4/30/2009	0.0007
399	1161	11/10/08	0.015	Metal Fragments	Offsite 4/30/2009	0.0017
400	1162	11/11/08	0.008	Metal Fragments	Offsite 4/30/2009	0.0009

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
401	1163	11/12/08	0.01	Metal Fragments	Offsite 4/30/2009	0.0011
402	1164	11/13/08	0.02	Metal Fragments	Offsite 4/30/2009	0.0022
403	1165	11/17/08	0.005	metal object 4" dia x 6"	Offsite 4/30/2009	0.0006
404	1166	11/17/08	0.012	soil with metal fragments	Offsite 4/30/2009	0.0013
405	1167	11/17/08	0.007	small metal fragment	Offsite 4/30/2009	0.0008
406	1168	11/17/08	0.01	small metal object	Offsite 4/30/2009	0.0011
407	1169	11/17/08	0.004	metal fragment	Offsite 4/30/2009	0.0004
408	1170	11/17/08	0.005	metal object 1 ft x 1" dia	Offsite 4/30/2009	0.0006
409	1171	11/17/08	0.01	metal fragment	Offsite 4/30/2009	0.0011
410	1172	11/17/08	0.012	metal fragment	Offsite 4/30/2009	0.0013
411	1173	11/17/08	0.008	rusted metal object 9" dia	Offsite 4/30/2009	0.0009
412	1174	11/17/08	0.01	metal fragment	Offsite 4/30/2009	0.0011
413	1175	11/17/08	0.005	metal fragment	Offsite 4/30/2009	0.0006
414	1176	11/17/08	0.012	metal fragment	Offsite 4/30/2009	0.0013
415	1177	11/17/08	0.015	soil with metal fragments	Offsite 4/30/2009	0.0017
416	1178	11/18/08	0.015	metal fragments	Offsite 4/30/2009	0.0017

Commodities Recovered by NWT 3/7/2007 to 11/24/2008						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
417	1179	11/18/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
418	1180	11/18/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
419	1181	11/18/08	0.025	foil	Offsite 4/30/2009	0.0028
420	1182	11/18/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
421	1183	11/18/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
422	1184	11/18/08	0.03	button	Offsite 4/30/2009	0.0033
423	1185	11/18/08	0.025	metal fragments	Offsite 4/30/2009	0.0028
424	1186	11/18/08	0.03	button	Offsite 4/30/2009	0.0033
425	1187	11/18/08	0.008	metal fragments	Offsite 4/30/2009	0.0009
426	1188	11/18/08	0.01	metal fragments	Offsite 4/30/2009	0.0011
427	1189	11/18/08	0.02	metal fragments	Offsite 4/30/2009	0.0022
428	1190	11/18/08	0.025	button	Offsite 4/30/2009	0.0028
429	1191	11/18/08	0.006	metal fragments	Offsite 4/30/2009	0.0007
430	1192	11/18/08	0.015	metal fragments	Offsite 4/30/2009	0.0017
431	1193	11/18/08	0.015	metal fragments	Offsite 4/30/2009	0.0017
432	1194	11/18/08	0.01	brick (concrete)	Offsite 4/30/2009	0.0011

Treasure Island Commodity List

Commodities Recovered by NWT 3/7/2007 to 11/24/2008							
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①	
433	1195	11/18/08	0.02	metal fragments	Offsite 4/30/2009	0.0022	
434	1196	11/18/08	0.01	metal fragments	Offsite 4/30/2009	0.0011	
435	1197	11/20/08	1.5	Foil	Offsite 4/30/2009	0.1659	
436	1198	11/20/08	0.025	Glass	Offsite 4/30/2009	0.0028	
437	1199	11/24/08	0.01	Metal Fragments	Offsite 4/30/2009	0.0011	
438	11100	11/24/08	0.015	Soil/Metal Fragments	Offsite 4/30/2009	0.0017	Total Estimated Activity 2009 shipment (mCi)
439	09-0001	01/15/09	0.01	Metal Fragments	Offsite 4/30/2009	0.0011	14.6624

Treasure Island Commodity List

Commodities Recovered by Shaw 07/02/09 to Present						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
440	070209-1	07/02/09	0.02	Metal Fragment	Onsite	0.0022
441	070209-2	07/02/09	0.013	Sandy soil (1 tsp)	Onsite	0.0014
442	070609-3	07/06/09	0.01	Metal flakes & soil	Onsite	0.0011
443	070709-4	07/07/09	0.032	4-in dia by 8-in long rusted metal cylinder	Onsite	0.0035
444	070709-5	07/07/09	0.013	3-in by 2-in flat rusty metal	Onsite	0.0014
445	070709-6	07/07/09	0.009	1.5-in round by 3/8-in thick metallic device	Onsite	0.0010
446	070709-7	07/07/09	0.02	metal fragment 0.75-in by 0.5-in by 0.125-in	Onsite	0.0022
447	070809-8	07/08/09	0.015	3 metal fragments mixed w/soil	Onsite	0.0017
448	070809-9	07/08/09	0.016	Soil and Rust flakes ~ 2 tsp	Onsite	0.0018
449	070909-10	07/09/09	0.011	Soil ~ 2 tbsp	Onsite	0.0012
450	071409-11	07/14/09	0.013	3.5-in round metal	Onsite	0.0014
451	071409-12	07/14/09	0.014	~1 cup soil	Onsite	0.0015
452	071409-13	07/14/09	0.013	~1/4 cup soil w/metal flakes	Onsite	0.0014
453	071409-14	07/14/09	0.022	Metal 3/4-in long by 1/2-in thick by 1/2-in wide	Onsite	0.0024
454	071409-15	07/14/09	0.018	Oval metal fragment 1/2-in long by 3/8-in wide	Onsite	0.0020
455	071409-16	07/14/09	0.014	1/8 cup of soil	Onsite	0.0015

Commodities Recovered by Shaw 07/02/09 to Present						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
456	071409-17	07/14/09	0.016	Metal fragment 3/4-in long by 1/4-in wide	Onsite	0.0018
457	071409-18	07/14/09	0.016	1.5 cups soil with metal fragments	Onsite	0.0018
458	071509-19	07/15/09	0.015	Wire 3-in long by ⅛-in diameter	Onsite	0.0017
459	071509-20	07/15/09	0.016	Gauge 5-in diameter by 5-in long with wires extending from the back	Onsite	0.0018
460	072009-21	07/20/09	0.016	wire 2.5-in long by 0.25-in in diameter	Onsite	0.0018
461	072009-22	07/20/09	0.015	2-in rounded piece of metal 1/4–in wide	Onsite	0.0017
462	072009-23	07/20/09	0.012	1.5-in diameter, 3/8-in thick piece of metal	Onsite	0.0013
463	072009-24	07/20/09	0.012	A gauge 4-in in diameter by 3-in deep	Onsite	0.0013
464	072109-25	07/21/09	0.014	piece of metal 1.75-in long by ¾-in wide	Onsite	0.0015
465	072109-26	07/21/09	0.024	¾-in diameter by ½-in thick button	Onsite	0.0027
466	072109-27	07/21/09	0.013	3-in diameter by 3-in deep gauge	Onsite	0.0014
467	072109-28	07/21/09	0.034	piece of metal 5-in long by 3.5-in wide by 3-in deep	Onsite	0.0038
468	072209-29	07/22/09	0.017	4-in round by 1.5-in deep metal object	Onsite	0.0019
469	080309-30	08/03/09	0.016	3.5" x 2.5" x 1.5" Metal object fused with rock	Onsite	0.0018
470	080309-31	08/03/09	0.012	5" x 4" x 1" Metal Object	Onsite	0.0013
471	080309-32	08/03/09	0.012	.75" x .5" x .25" Metal Object	Onsite	0.0013

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Commodities Recovered by Shaw 07/02/09 to Present						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
472	080309-33	08/03/09	0.012	3" x 1.5" x 1" Metal object	Onsite	0.0013
473	080309-34	08/03/09	0.013	1.5" x 1" x .5" Metal	Onsite	0.0014
474	080509-35	08/05/09	0.012	Fused mixture of glass, rock, and soil 6" x 4" x 2"	Onsite	0.0013
475	081109-36	08/11/09	0.014	Fused metal rock and glass 6" round x 3" thick	Onsite	0.0015
476	081109-37	08/11/09	0.019	Infused rock, metal and glass 9" long x 6" wide x 5" thick	Onsite	0.0021
477	081209-38	08/12/09	0.019	4 Metal fragments .75" x .25" and up to 4" x 2" x 1.5"	Onsite	0.0021
478	081809-39	08/18/09	1	Hexagon shaped object ~.75"	Onsite	0.1106
479	081809-39A	08/18/09	0.014	7" x 3.5" x 2" object	Onsite	0.0015
480	082009-40	08/20/09	0.036	Round metal object 1.5" round and .5" thick	Onsite	0.0040
481	082409-41	08/24/09	0.015	Round metal object 1.5" x 1" x.5"	Onsite	0.0017
482	082409-42	08/24/09	0.04	Round metal object .75" round and .5" thick	Onsite	0.0044
483	083109-43	08/31/09	0.017	2" x .5" pocket watch	Onsite	0.0019
484	083109-44	08/31/09	2	Dime size piece of black metal hexagon shaped	Onsite	0.2212
485	083109-45	08/31/09	0.024	An infused rock metal and wire 1.5" x 1.25" x .5"	Onsite	0.0027
486	083109-46	08/31/09	0.06	Round metal object 2" x .5" round	Onsite	0.0066
487	090209-47	09/02/09	0.036	Metal botton 1.5" x .25"	Onsite	0.0040

Commodities Recovered by Shaw 07/02/09 to Present						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
488	090209-48	09/02/09	0.032	Metal object 3" long x 2" wide x 1.5" thick	Onsite	0.0035
489	091509-49	09/15/09	0.018	Metal object 3" x 2" x 1.5"	Onsite	0.0020
490	092309-50	09/23/09	0.016	Metal object 1/2" across and 1/8" in depth	Onsite	0.0018
491	092909-51	09/29/09	0.018	Metal object 3/4" round and 3/8" deep	Onsite	0.0020
492	093009-52	09/30/09	1.4	Metal object 1/2" diameter and 1/8" deep	Onsite	0.1548
493	093009-53	09/30/09	0.014	Metal object 1/2" x 1/4" round	Onsite	0.0015
494	093009-54	09/30/09	0.022	Metal object 4" x 2.5" x 1"	Onsite	0.0024
495	100109-55	10/01/09	0.044	10" long tool (micrometer)	Onsite	0.0049
496	102209-56	10/22/09	0.014	Metal object 1" x 1/2" x 1/8"	Onsite	0.0015
497	102209-57	10/22/09	0.03	Metal object 3 1/2" x 1/2"	Onsite	0.0033
498	102609-58	10/26/09	0.024	Round metal object 3/4"by 1/4"	Onsite	0.0027
499	102609-59	10/26/09	0.017	Triangular metal object 1/2" x 1/4"	Onsite	0.0019
500	102609-60	10/26/09	0.014	Metal object 1/2" x 1/2" x 1/8"	Onsite	0.0015
501	110409-61	11/04/09	0.014	Wrist watch (no band) 3/4" x 1/4"	Onsite	0.0015
502	110409-62	11/04/09	0.02	Metal object 2 1/2" x 1"	Onsite	0.0022
503	110409-63	11/04/09	0.024	Metal object 3/8" x 3/8" x 1/8"	Onsite	0.0027

Treasure Island Commodity List

Commodities Recovered by Shaw 07/02/09 to Present						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
504	110409-64	11/04/09	0.016	Metal object 4" x 1 1/2"	Onsite	0.0018
505	110909-65	11/09/09	0.013	Fused wire and rock 2" x 3/4" x 1/2"	Onsite	0.0014
506	111009-66	11/10/09	0.013	Metal object 1/2" x 1/2" x 1/4"	Onsite	0.0014
507	111009-67	11/10/09	0.015	Wire 3" long by 1 1/4"	Onsite	0.0017
508	111209-68	11/12/09	0.034	Metal object 3/4" x 1/2" x 1/4"	Onsite	0.0038
509	111709-69	11/17/09	0.015	Metal object 1 3/4" x 1/2"	Onsite	0.0017
510	112309-70	11/23/09	0.015	Fused metal and wire 4"x 2"	Onsite	0.0017
511	113009-71	11/30/09	0.013	Metal object 2" x 1" x 1"	Onsite	0.0014
512	113009-72	11/30/09	0.013	Compass 3/4" x 1/4"	Onsite	0.0014
513	120909-73	12/09/09	0.02	Metal object 3/4" x 1/2" x 1/2"	Onsite	0.0022
514	120909-74	12/09/09	0.02	Wire 3/4" x 1/4"	Onsite	0.0022
515	011310-75	01/13/10	0.036	Metal object 6" x 4"	Onsite	0.0040
516	011310-76	01/13/10	0.032	Metal object 2" x 1/2"	Onsite	0.0035
517	020210-77	02/02/10	0.034	Metal object 1 1/2" x 1/4"	Onsite	0.0038
518	020910-78	02/09/10	0.016	Metal object 1" x 1/2"	Onsite	0.0018
519	021010-79	02/10/10	0.015	Metal object 3" x 2 1/2" x 1/2"	Onsite	0.0017

Commodities Recovered by Shaw 07/02/09 to Present						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
520	021010-80	02/10/10	0.018	Metal object 1" x 3/4" x 1/2"	Onsite	0.0020
521	021010-81	02/10/10	0.018	Metal object 1" x 3/4" x 1/2"	Onsite	0.0020
522	021110-82	02/11/10	0.022	Metal object 1" x 1/2"	Onsite	0.0024
523	021110-83	02/11/10	0.07	Metal object 2" x 1/2"	Onsite	0.0077
524	021510-84	02/15/10	0.06	Metal object (possible Radioluminescent Personnel Marker) 2" x 1/4"	Onsite	0.0066
525	021510-85	02/15/10	0.013	Metal object (slag) 4' x 3' x 3"	Onsite	0.0014
526	021510-86	02/15/10	0.018	Metal object 3/4" x 1/4"	Onsite	0.0020
527	021810-87	02/18/10	0.019	Metal object 1/4" round	Onsite	0.0021
528	021810-88	02/18/10	0.014	Metal object 1/2" x 1/4" x 1/4"	Onsite	0.0015
529	021810-89	02/18/10	0.015	Metal object 1/2" x 1/4" x 1/4"	Onsite	0.0017
530	021810-90	02/18/10	0.02	Metal object 1/8" round	Onsite	0.0022
531	022210-91	02/22/10	0.012	Metal object 1" x 3/4" x 1/2"	Onsite	0.0013
532	022210-92	02/22/10	0.02	Metal object 8" x 6" x 5"	Onsite	0.0022
533	022210-93	02/22/10	0.017	Metal object 1/2" x 1/4" x 1/4"	Onsite	0.0019
534	022210-94	02/22/10	0.016	Metal object 1/2" x 1/2" x 1/4"	Onsite	0.0018
535	022310-95	02/23/10	0.013	Metal object 1/2" x 1/4"	Onsite	0.0014

Treasure Island Commodity List

Commodities Recovered by Shaw 07/02/09 to Present						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
536	030410-96	03/04/10	0.015	Metal object 1/2" round with 2" wire	Onsite	0.0017
537	030910-97	03/09/10	0.017	Metal object 1 1/2" x 1" x 1/4"	Onsite	0.0019
538	030910-98	03/09/10	0.034	Metal object 2" x 2" x 1/16"	Onsite	0.0038
539	030910-99	03/09/10	0.016	Metal object 1/2" x 1/4" x 1/8"	Onsite	0.0018
540	031010-100	03/10/10	0.06	Flat metal object 1/2" round	Onsite	0.0066
541	031010-101	03/10/10	0.018	Metal object 1" x 1/4" x 1/4"	Onsite	0.0020
542	032410-102	03/24/10	0.013	Metal object 1/4" x 1/4"	Onsite	0.0014
543	040710-103	04/07/10	0.03	Metal object 1/2" x 1/4"	Onsite	0.0033
544	050810-104	05/08/10	0.018	Metal object rusted oblong 1/8 " x 1/2"	Onsite	0.0020
545	051910-105	05/19/10	0.02	Metal object round 1/4" think by 1/2" diameter	Onsite	0.0022
546	052010-106	05/20/10	0.02	Metal object 4"x4" by 1/4" thick with a 2"x1.5 " diameter object attached in center	Onsite	0.0022
547	052010-107	05/20/10	0.015	Metal object cylindrical 1"x3/8" diameter	Onsite	0.0017
548	052010-108	05/20/10	0.8	Metal object 1/4"x1/2"	Onsite	0.0885
549	052010-109	05/20/10	0.034	Metal object flat round 1/8" diameter x 1/2"	Onsite	0.0038
550	052610-110	05/26/10	0.015	Metal object oblong 1/2" x 1/4" x1/4" thick	Onsite	0.0017
551	052610-111	05/26/10	0.02	Metal object oblong 1" x 1/2" x1/4" thick	Onsite	0.0022

Commodities Recovered by Shaw 07/02/09 to Present						
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①
552	052610-112	05/26/10	0.013	Metal oject square 1" x1" x 1/2" thick	Onsite	0.0014
553	052610-113	05/26/10	0.013	Metal object round 1/2" diameter 1/8" thick	Onsite	0.0014
554	052610-114	05/26/10	0.015	Metal object oblong 1/2" x 1/4" x 1/8" thick	Onsite	0.0017
555	070110-115	07/01/10	0.013	Watch round 3"x1/2"	Onsite	0.0014
556	070610-116	07/06/10	0.012	Metal object 1"x 1/4"	Onsite	0.0013
557	070610-117	07/06/10	0.013	Metal object 1" x 1/8"	Onsite	0.0014
558	070810-118	7/8/2010	0.015	Metal object 1/8" by 1/2" by 1/2"	Onsite	0.0017
559	070810-119	07/08/10	0.02	Metal round object 1/4" x 1/2" thck	Onsite	0.0022
560	071310-120	07/13/10	0.016	3" Needle from gauge	Onsite	0.0018
561	071310-121	07/13/10	0.015	1" long wire in insulation	Onsite	0.0017
562	071410-122	07/14/10	0.034	Personnel marker 1 1/2" diameter	Onsite	0.0038
563	071510-123	07/15/10	0.014	Metal Object 1" x 1/2"	Onsite	0.0015
564	071910-124	07/19/10	0.013	Piece of Metal 1/8" x 1/4"	Onsite	0.0014
565	072010-125	07/20/10	0.014	Metal fragment 1/2" x 1/2"	Onsite	0.0015
566	072110-126	07/21/10	0.014	Metal Foil 1" x 3"	Onsite	0.0015
567	072210-127	07/22/10	0.02	1" diameter round metal objecy 1/4" thick	Onsite	0.0022

Treasure Island Commodity List

Commodities Recovered by Shaw 07/02/09 to Present							
Cumulative Number	Item ID Number	Date Recovered	Highest 30 cm (mR/h)	Item Description	Onsite Offsite	Estimated Ra-226 (mCi) per 30 cm (mR/h) RadiumThumb Rule①	
568	072610-128	07/26/10	0.017	Metal 1/2" x 3"	Onsite	0.0019	
569	072710-129	07/27/10	0.016	Stone & Metal 1/2" x 1/2"	Onsite	0.0018	
570	072710-130	07/27/10	0.014	Metal obeject 1/4" x 1/8"	Onsite	0.0015	
571	072710-131	07/27/10	0.017	Metal obeject 1/2" x 1/4"	Onsite	0.0019	
572	072710-132	07/27/10	0.015	Metallic Fragment 1/32" x 1/64"	Onsite	0.0017	
573	072710-133	07/27/10	0.014	1" x 1/2 thick triangle hard clay metallic	Onsite	0.0015	
574	072710-134	07/27/10	0.024	1/2" x 3/4" triangular hard clay metallic	Onsite	0.0027	
575	072710-135	07/27/10	0.026	Tiny Metal fragment 1/8" x 1/8"	Onsite	0.0029	
576	072710-136	07/27/10	0.016	1/4" x 1/8" x 1/8" Oval metal object	Onsite	0.0018	Total Estimated Activity (mCi) onsite
577	072710-137	07/27/10	0.03	1" x 1" x 1/2" triangular hard clay metallic	Onsite	0.0033	0.8668

NOTES:

① *Radium Thumb Rule*, RSO Magazine, Volume 10, No 4, 2005

Naval Station Treasure Island

2012 Look Back

Environmental Cleanup Program Activities

December 11, 2012
Restoration Advisory Board Meeting

Status of Open CERCLA Sites December 2012

Site	Status
Site 6	Remedial Investigation/Feasibility Study (RI/FS) completed. Groundwater monitoring ongoing, Underground Storage Tank 240 Corrective Action ongoing.
Sites 8, 11, 29	*On hold pending completion of Bay Bridge construction work*
Site 12	Radiological work continues per the Non-Time Critical Removal Action, Site-wide Radiological Scoping Survey Plans ongoing. A FS is being prepared.
Site 21	Record of Decision/Remedial Action Plan (ROD/RAP) and Land Use Control (LUC) Remedial Design (RD)/Remedial Action Work Plan (RAWP) in progress, Groundwater Monitoring ongoing
Site 24	Phase III Treatability Study ongoing, Groundwater Monitoring ongoing
Site 27	Remedial Design/Remedial Action (RD/RA) ongoing
Site 30	2012 LUC inspection complete, additional annual LUC inspections forthcoming
Site 31	Draft Remedial Action Completion Report (RACR) and Final Status Survey ongoing
Site 32	Groundwater Monitoring ongoing, Radiological Scoping Survey Plans ongoing
Site 33	Draft RACR in progress

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2012 Look Back – Final Documents

Site	Final Documents
Bldg. 233	• Characterization and Remediation Work Plan (WP)
Site 6	• Remedial Investigation/Feasibility Study • 2011 Annual Groundwater Report • Underground Storage Tank 240 Corrective Action Plan WP
Site 12	• 2011 Annual Groundwater Report • Remedial Investigation Report
Site 21	• 2011 Groundwater Report • 2012 Groundwater Monitoring WP • Soil Gas Human Health Risk Assessment Addendum
Site 24	• 2011 Groundwater Report • 2012 Groundwater Monitoring WP
Site 27	• Proposed Plan/Draft Remedial Action Plan
Site 30	• Land Use Control Inspection and Reporting
Site 31	• Remedial Action Work Plan (RAWP)
Site 32	• 2011 Groundwater Report
Site 33	• RAWP
Basewide	• Island Times Newsletter #18 • 2012 Site Management Plan
Transfer	• Yerba Buena Island Finding of Suitability to Transfer (FOST) 3

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2012 Look Back – Draft Documents

Site	Draft Documents (not yet finalized)
Site 12	• Bayside/North Point Post-Construction Summary Report • Feasibility Study Data Gaps Sampling Work Plan
Site 21	• Record of Decision/Remedial Action Plan
Site 27	• Remedial Design (30% Design)
Site 33	• Remedial Action Completion Report
YF3	• Field Activity Report
Other	• Historical Radiological Assessment Supplemental Technical Memorandum

4

Naval Station Treasure Island
Environmental Cleanup Program
Document Tracking Sheet
December 2012 - May 2013

Item	Document Title & Information	CTO/SO	INTERNAL DRAFT: Internal Draft Due to Navy	INTERNAL DRAFT: Navy Comments Due	DRAFT: Draft to Agencies	DRAFT: Date Due	Agency Comments: DTSC	Agency Comments: WATER BOARD	Agency Comments: EPA	Agency Comments: TIDA/TICD	Agency Comments: BAR	Agency Comments: OTHER	Priority Review	RTC: Preliminary RTCs to Agencies	RTC: Resolve and Concur on RTCs	INTERNAL FINAL: Internal Final to Navy	INTERNAL FINAL: Navy Comments Due	FINAL: Final to Agencies	Comments
	Site 6																		
1	**UST 240 Post-Construction Summary Report** RPM: Tony Konzen PM: Phil Skorge, ERRG	0002	01/17/13	01/31/13	02/07/13	03/09/13								03/16/13	TBD	04/11/13	04/25/13	05/09/13	
	Site 12																		
2	**Bayside/North Point Post-Construction Report** RPM: Tony Konzen PM: Pete Coutts, Shaw	0010	10/18/11 ✓ 07/03/12 ✓	02/27/12 ✓ 08/03/12 ✓	09/07/12 ✓	10/29/12 ✓	✓	X	✓					12/14/12	12/21/12	01/04/13	01/11/13	01/18/13	Agency review date extended by 30 days
3	**SWDA A&B Post-Construction Summary Report (Phase I)** RPM: Tony Konzen PM: Pete Coutts, Shaw	0010	10/25/12 ✓	12/10/12	12/24/12	01/23/13								02/06/13	TBD	02/25/13	03/11/13	03/25/13	
4	**Site 12 NTCRA for SWDA Hot Spot Removal and Bldg Demo WP (Phase II)** RPM: Tony Konzen PM: Bill Daugherty, TIEC	0013	09/28/12 ✓	12/18/12	12/26/12	01/24/13								02/07/13	TBD	02/26/13	03/12/13	03/26/13	
5	**Site 12 Data Gaps Sampling Work Plan and SAP** RPM: Tony Konzen PM: Doug Gilkey, KCH	0039	09/04/12 ✓	09/25/12 ✓	10/23/12 ✓	11/22/12 ✓	✓		✓					TBD	TBD	12/25/12	01/08/13	01/22/13	TIDA/TICD (11/26)
	Site 21																		
	Site 21 Soil Gas HHRA Addendum RPM: Danielle Janda PM: Neil Hey, Shaw	F001	06/29/12 ✓	07/16/12 ✓	07/27/12 ✓	09/17/12 ✓	✓	✓	✓	✓	✓			10/11/12 ✓	10/23/12 ✓	10/31/12 ✓	11/02/12 ✓	11/11/12 ✓	TIDA/TICD (8/27), EPA (9/10), DTSC (9/4), Water Board (9/17)
6	**Site 21 ROD/RAP** RPM: Danielle Janda PM: Jean Michaels, ChaduxTI	0083	11/30/11 ✓	12/19/11 ✓	02/07/12 ✓	03/06/12 ✓	✓	✓	✓	✓				04/16/12 ✓	04/29/12 ✓	05/06/12 ✓	05/17/12 ✓	TBD	ROD sent to BCT on 5/17 with redline
7	**Site 21 Land Use Control RD/RAWP** RPM: Danielle Janda PM: Marcie Rash, TIEMI	0001	06/29/12 ✓	08/10/12 ✓	TBD	TBD								TBD	TBD	TBD	TBD	TBD	Pending Signature of the ROD
	Site 27																		
8	**Site 27 Remedial Design** RPM: Lora Battaglia PM: Katie Henry, TriEco-TI	0009	05/31/12* ✓ 12/23/12**	06/20/12* ✓ 01/06/12**	07/16/12* ✓ 01/23/13**	08/16/12* 02/22/13**	✓	✓	✓	✓		✓		11/02/12* 03/02/13**	11/09/12* TBD**	04/07/13	04/23/13	05/02/13	*30% design,**90% design TIDA (8/16), DTSC (8/20), Anchor (8/6), BCDC (8/28), WB (9/4), DFG (9/12), EPA (11/2)
	Sites 31/33																		
9	**Site 31 Remedial Action Completion Report/Final Status Survey Plan** RPM: Lora Battaglia PM: Tony Searls, Shaw	0002	12/10/12	01/07/13	01/21/13	02/18/13								03/04/13	03/11/13	03/25/13	04/01/13	04/08/13	
10	**Site 31 Final Status Survey Report** RPM: Lora Battaglia PM: Tony Searls, Shaw	0002	02/14/13	03/14/13	03/28/13	04/25/13								05/09/13	05/16/13	05/27/13	06/03/13	06/10/13	

Date Last Revised: 12/12/2012

Naval Station Treasure Island
Environmental Cleanup Program
Document Tracking Sheet
December 2012 - May 2013

			INTERNAL DRAFT				DRAFT									RTC		INTERNAL FINAL		FINAL	
									Agency Comments												
Item	Document Title & Information	CTO/DO	Internal Draft Due to Navy		Navy Comments Due		Draft to Agencies		Date Due	DTSC	WATER BOARD	EPA	TIDA/TICD	RAB	OTHER	Priority Review	Preliminary RTCs to Agencies	Resolve and Concur on RTCs	Internal Final to Navy	Navy Comments Due	Final to Agencies	Comments
	Sites 31/33 (Continued)																					
11	**Site 33 Remedial Action Completion Report** RPM: Lora Battaglia PM: Tony Sears, Shaw	F2N9	07/31/12	✓	08/15/12	✓	09/10/12	✓	11/02/12	✓		X	✓				12/14/12	12/21/12	01/01/13	01/08/13	01/15/13	DTSC (10/19), TIDA/TICD (10/19), EPA (11/7)
	Building 233																					
12	**Building 233 Characterization and Final Status Survey Work Plan** RPM: Tony Konzen PM: Pete Coutts, Shaw	0010	TBD		TBD		TBD		TBD								TBD	TBD	TBD	TBD	TBD	Contract being modified.
13	**Building 233 Final Status Survey** RPM: Tony Konzen PM: Pete Coutts, Shaw	0010	02/15/13		03/11/13		03/25/13		04/08/13								04/15/13	04/22/13	04/29/13	05/06/13	05/13/13	
	Other																					
14	**YF3 Field Activity Report** RPM: Danielle Janda PM: Holly Carter, KCH	920	06/08/12	✓	07/01/12	✓	07/30/12	✓	09/27/12	X	✓	X	✓				TBD	TBD	TBD	TBD	TBD	TIDA (8/29), EPA (9/10), WB (9/27)
15	**Historical Radiological Assessment Tech Memo** RPM: David Clark PM: Marcie Rash, TriEco-TI	0003	05/30/12	✓	06/29/12	✓	08/06/12	✓	10/05/12	✓	✓	✓	✓	✓	✓		12/17/12	TBD	TBD	TBD	TBD	SF PUC (10/3), DTSC/CDPH (10/5); TIDA/TICD (10/5), RAB (10/5), EPA (10/10), WB (10/12)
16	**TI Times #19 Winter 2012 Newsletter** RPM: David Clark PM: Marcie Rash, TriEco-TI	0003	11/05/12	✓	12/05/12		12/18/12		01/05/13								NA	NA	01/12/13	01/19/13	01/24/13	
17	**TI Radiological Scoping Surveys Work Plan** RPM: Danielle Janda PM: John Baur, ITSI	0006	01/07/13		02/06/13		02/20/13		03/22/13								03/29/13	TBD	NA	NA	04/12/13	Includes Sites 12, 32; roads between Sites 6 and 12; Bldg 3; and waste utilities for Bldgs 3, 7, and 233.

✓ Production or review of document is complete.

X Received notification of no comments or comments deferred to other agency.

Grey shading indicates the document is finalized.

Blue shading indicates agency review comments are due within the next 60 days or are outstanding.

Yellow shading indicates documents that will be issued draft or final within the next 30 days.

Abbreviations:

CTO/DO = Contract task order/delivery order
DTSC = Department of Toxic Substances Control
EPA = U.S. Environmental Protection Agency
FS = Feasibility study
HHRA = Human health risk assessment
LUC = Land use control
NA = Not applicable
NTCRA = Non-time critical removal action
PCB = Polychlorinated biphenyls
PM = Project manager
PP = Proposed plan
RAP = Remedial action plan
RASO = Radiological Affairs Support Office
RD = Remedial Design
RAWP = Remedial Action Work Plan
RI = Remedial investigation
ROD = Record of decision
RPM = Remedial project manager
SAP = Sampling and analysis plan
SWDA = Solid waste disposal area
TBD = To be determined
TICD = Treasure Island Community Developers
TIDA = Treasure Island Development Authority
UST = Underground storage tank
Water Board (WB) = Regional Water Quality Control Board
WP = Work Plan

Last Revised: 12/12/2012

2012 Look Back – Field Activities

- **Soil Sampling**
  - YF3 March 2012 (included groundwater samples)
- **Soil Gas Sampling**
  - Building 1313/1311 July 2012
  - Site 21 Feb 2012
- **Groundwater Monitoring**
  - Site 6 Feb, June, Sept, Dec 2012
  - Site 12 June, Dec 2012
  - Sites 21, 24 Jan, June/July, Sept, Dec 2012
  - Site 32 Jan 2012
- **Other Field Activities**
  - Building 233 Debris Screening/Footprint Final Status Survey Jan 2012 – present
  - Site 30 Land Use Control Inspection Jan 2012
  - Sites 31/33 Remedial Action Feb – Dec 2012

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2012 Look Back – Other

Property Transfer

- YBI Finding of Suitability to Transfer 3 Jan 2012

Community Relations

- Six bi-monthly RAB meetings: Feb, Apr, June, Aug, Oct, Dec 2012
- RAB tour June 2012
- Island Times Newsletter, Volume 18 July 2012
- General Environmental Fact Sheet Volume 7 in progress
- Public meetings:
  - Site 27 Proposed Plan April 2012
  - Radiological Information Session Sept 2012
- Attended TI community meetings and TIDA board meeting
- Periodic Navy updates in monthly TI community newsletter
- Maintain Navy website (www.bracpmo.navy.mil)

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CERCLA Process

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) is a law containing requirements for environmental investigation and cleanup. The seven CERCLA steps are presented below.

PRELIMINARY ASSESSMENT/ SITE INSPECTION (PA/SI)	REMEDIAL INVESTIGATION (RI)	FEASIBILITY STUDY (FS)	PROPOSED PLAN (PP)	RECORD OF DECISION (ROD)	REMEDIAL DESIGN (RD)	REMEDIAL ACTION (RA)
An initial review of the site, including review of the site's reports and interviews, sampling and analysis of soil, sediment, and other pollutants for any reports to be made, which are further investigation and cleanup.	A general step including collecting samples to determine the nature and the extent of the environment.	Data collected during the RI are used to evaluate cleanup alternatives that have been screened for environmental implementability, and cost.	A fact sheet that describes the site, its proposed alternatives and key facts for preferred alternatives. This step requires a public meeting to solicit public comments on the proposed alternatives.	The decision document is a decision that is made with the public and is the decision that is made with the public. The proposed alternatives are presented in the proposed alternatives.	A design for the proposed cleanup is made to be prepared. It is a plan to be made to the public before the Navy begins work on the cleanup.	The site is to remedy is carried out and the public is kept aware.

ANE MOVAL ACTION MAY BE CONDUCTED AT ANY TIME DURING THESE STEPS

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Naval Station Treasure Island
Navy Field Schedule
December 2012 - May 2013

Item	Activity and Investigation Area	DTS #	Field Dates	Navy RPM	CTO/DO	Complete
	Site 6					
1	Site 6 / UST 240 Corrective Action *Site 6*	Doc --	Start: 11/12/12 Finish: 01/11/13	Tony Konzen (619) 532-0924	0002	
	Site 12					
2	Non-Time Critical Removal Action *Site 12*	Doc --	Start: 02/26/07 Finish: TBD	Tony Konzen (619) 532-0924	0010	
3	Site 12 Pre-Feasibility Study Sampling *Site 12*	Doc 6	Start: 01/28/13 Finish: 04/07/13	Tony Konzen (619) 532-0924	0039 0010	
	Site 24					
4	Site 24 Phase 3 *Site 24*	Doc --	Start: 11/13/11 Finish: TBD	Danielle Janda (619) 532-0796	FZO1	
	Sites 31/33					
5	Sites 31/33 Remedial Action *Sites 31 and 33*	Doc --	Start: 02/02/12 Finish: 12/31/12	Lora Battaglia (619) 532-0968	FZN9	
	Building 233					
6	Building 233 Debris Screening / Final Status Survey *Building 233*	Doc 12	Start: 01/30/12 Finish: TBD	Tony Konzen (619) 532-0924	0010	
	Groundwater Monitoring					
7	Sites 21, 24 - 3rd Quarter Groundwater Sampling *Sites 21 and 24*	Doc --	Start: 12/03/12 Finish: 12/14/12	Danielle Janda (619) 532-0796	5011	
8	Sites 21, 24 - 4th Quarter Groundwater Sampling *Sites 21 and 24*	Doc --	Start: 03/04/13 Finish: 03/13/13	Danielle Janda (619) 532-0796	5011 5011	
9	*Site 6 4th Quarter and Site 12 Semiannual GW Sampling* *Sites 6 and 12*	Doc --	Start: 12/10/12 Finish: 12/14/12	Danielle Janda (619) 532-0796	5011	

Naval Station Treasure Island
Navy Field Schedule
December 2012 - May 2013

Item	Activity and Investigation Area	DTS #	Field Dates	Navy RPM	CTO/DO	Complete
	Other					
10	Scoping Surveys - Various Sites *Building 3, Sites 12, 32, and roads between Sites 6 and 12; and Waste Utilities at Bldgs 3, 7, and 233*	Doc 17	Start: 02/18/13 Finish: 05/31/13	Danielle Janda (619) 532-0796	0006	

Abbreviations:

–	Not applicable, there is no associated documentation listed on the DTS.
CTO/DO	Contract task order/delivery order
DTS #	The number listed corresponds to the associated documentation listed on the Document Tracking Sheet.
RPM	Remedial project manager
TBD	To be determined
UST	Underground storage tank

✓ Field work is complete.

Yellow shading indicates field activities that will start or finish within the next 60 days.

Grey shading indicates field activities are complete.

Date Last Revised: 12/12/2012

Residential Advisory Notice

TREASURE ISLAND DEVELOPMENT AUTHORITY

Please be advised that Wine Valley Catering will be hosting an outdoor event with amplified Sound on Sunday April 28, 2013 from 5:00PM until 10:00PM on the Fogwatch Picnic Area Located on Avenue of the Palms.

If you have any questions or concerns, please contact Wine Valley Catering at (415) 274-2013. Thank you.

TREASURE ISLAND DEVELOPMENT AUTHORITY

Administration Building
One Avenue of the Palms
San Francisco, CA 94130

Phone: 415-274-0660
Fax: 415-274-0299
E-mail: TIDA@sfgov.org

If you wish to receive notices and community information electronically, please e-mail Jack.Nathanson@sfgov.org.

Mirian Saez, Director of Island Operations

Residential Advisory Notice

TREASURE ISLAND DEVELOPMENT AUTHORITY

SFPUC will be performing maintenance in the Treasure Island residential area which requires temporary interruption of natural gas service to all units in buildings on the following streets in the Treasure Island Residential Area:

Mason Ct., Ozbourn Ct., Reeves Ct., Bayside Dr., Northpoint Dr., Gateview Ct., Exposition Dr., 13th St., and Mariner Dr.

On the following date:

Wednesday, May 1, 2013 from 9:00 AM to 5:00 PM

Although SFPUC will do their best to minimize the length of the service interruption, please be prepared to be without gas service for the entirety of the outage period.

Please contact your residential property manager with any questions or concerns.

TREASURE ISLAND DEVELOPMENT AUTHORITY

Administration Building
One Avenue of the Palms, Suite 241
San Francisco, CA 94130

Phone: 415-274-0660
Fax: 415-274-0299
E-mail: TIDA@sfgov.org

If you wish to receive notices and community information electronically, please e-mail jack.nathanson@sfgov.org

Mirian Saez, Director of Island Operations

SAN FRANCISCO FIRE DEPARTMENT

N. E. R. T.

Neighborhood Emergency Response Team

WHO: Everyone!!!

WHAT: FREE Disaster Preparedness Training

WHERE: Treasure Island - The Ship Shape Community Center
850 Avenue I

WHEN: Tuesday eve/Saturday 6:30p - 9:30p/9:00a-4:00p
May 14, 21, 28, June 4, AND 8, 2013*

* ***Note:*** *You must attend all sessions to gain the full benefit of the training.*
New students may not join after class session 2.
A Certificate will be issued. Make ups may be approved.

HOW: To register visit http://bit.ly/11U6GiO, call 415-970-2024, or scan the qr code.

WHY: So we are prepared to do what we can for each other. Help make SF a resilient City!

Scan me to register on Eventbrite now!

Visit www.sfgov.org/sfnert for more on the training and other class locations.

TRAINING COURSE OUTLINE

5/14 6:30p Class Session #1...
Earthquake Awareness,
Preparedness and Hazard Mitigation

5/21 6:30p Class Session #2...
Basic Disaster Skills; Fire Extinguishers; Hazardous Materials; Utilities Shut-offs

5/28 6:30p Class Session #3...
Disaster Medicine

6/4 6:30p Class Session #4...
Light Search and Rescue

6/8 9:00a Class Session # 5...
Team Organization and Management
Terrorism & NERT

6/8 1:00p Class Session # 6...
Hands-On Training
Skills Development and Application

TREASURE ISLAND HEALTH NETWORK AND TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE

ANNOUNCE AN EVENT ESPECIALLY FOR YOU!

TI HEALTH AND ENVIRONMENTAL AWARENESS FAIR 2013

Bring your bike, walk or run to the fair!

Music provided by Salsa/Latin Jazz band Adelante!

Food, Fun, Raffle and activities

for the whole family!!

Saturday, May 18, 2013

Noon-3

Casa de la Vista

Ave. of the Palms

*Bring a clean, small container to take home your DIY project!!

*Bring your bike to participate in the biking activities!!

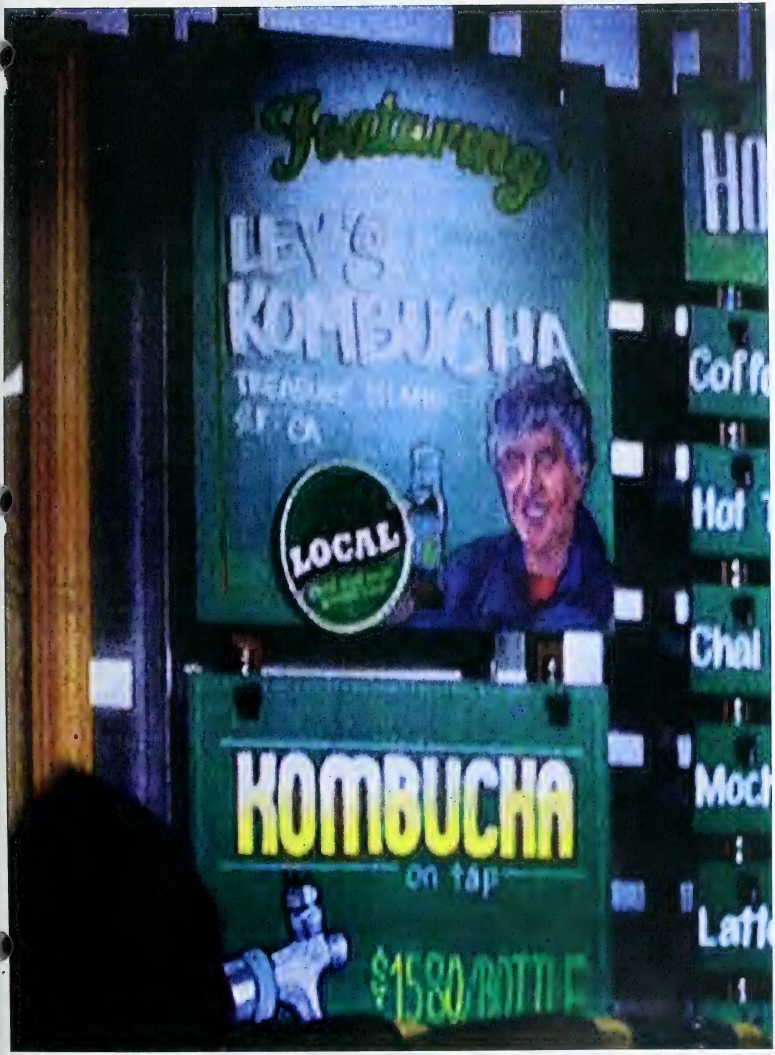
Your District 6 Supervisor Jane Kim will hold office hours noon-2pm!

For more information and updates: TIHN2012@ymail.com or Twitter @tihn2012

Catholic Charities CYO

Swords to Plowshares

Treasure Island Community Development


Fermentary
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on tap
$15.80/BOTTLE
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Latte

850 Bryant Street San Francisco, CA. 94103 (415) 553-1373

Captain Michael Redmond
April 12, 2013

Captain's Message

Dear Southern Station Community Members,

I wanted to talk today about the kids in SOMA/Treasure Island. I have spoken many times at meetings over the last 3 months at Southern Station about building relationships and opening up communication.

I always talk at the meetings about crime prevention techniques, the enforcement aspect as well as the demographic of your particular neighborhood.

There is one important aspect in crime prevention that can get overlooked. That aspect is Southern Station Officers and the community's relationship with the children, the program directors and educators that are in the district. This also includes partnering with surrounding districts to make sure for example that the SOMA children know and/or interact in programs with the Tenderloin kids. We need to focus on the children of the district. Before we know it summer will be here and we all have to ask the question, what can we do for the kids?

I have had some great meetings with many of the people who run children's programs and/or parents in SOMA/Treasure Island areas. We have discussed some great idea's to implement immediately and for the future. One thing that we all have agreed on is that the kids need to work for some sort of reward. Whether it is a field trip to Great America, a fishing trip, attending a ball game or an overnight outing they need to earn it.

I have started discussing with program directors and other officers my children's SOMA/TI summer plan. This plan will hopefully include finding summer jobs for some of our older children , conducting neighborhood clean ups, taking back Victoria Manola park (for the kids) and many other activities.

We also want to focus on workshops for the kids. These workshops would include interactive classes on bullying, respecting others, health, self defense, Leadership and many others.

I have my officers participating in the SF Challenger league where the officers play baseball every weekend with disabled children. It is great for the officers to be involved in that.

This week two of my female Sergeants spoke at a career workshop in the district for young woman about their careers in Law Enforcement. They are looking to mentor any young women that are interested in a Law Enforcement career.

If anyone has any ideas to help kids during the summer or would be interested in participating in any of the programs we set up, please let me know. You will get more out of helping a child than you could ever imagine.

Have a great weekend!

Mike

Monthly Community Meeting:

The next Southern Station Community Meeting will be Wednesday, April 17, 2013 at 6:30 PM.

The meeting will be held at the Mission Creek Senior Community Center at 225 Berry Street (at 4th Street)

Upcoming Events:

How Weird Faire- April 28, 2013 from 12pm-8pm.
For information visit: www.howwierd.org

Arrest of the Week

Mid Market Foot Beat Officers were walking in the area of Mason and Market Streets when they hear two citizens yelling, "Someone is being robbed." The citizens were directing the officers to Mason Street. The officers started to run on Mason Street and saw a male suspect punch another male subject knocking him to the ground. The suspect saw the officers and immediately fled on foot. The officers gave chase and after a brief 1 block foot pursuit took the suspect into custody.
The officers were told by the victim that he was talking on his cell phone when the suspect snatched it out of his hand. The victim said that he asked the suspect for his phone back at which time the suspect punched him in the face knocking him to the ground and then fled.
A search of the suspect revealed the victim's stolen phone and additional stolen property. The suspect was booked for Robbery and Possession of Stolen Property.

Great Job!!

SIGNIFICANT EVENTS

Cell Phone Robber

An unsuspecting victim was walking alone during the early morning hours of April 5th near Main and Market Street when he was approached by a suspect who was holding a knife. The victim afraid for his life surrendered his cell phone. The suspect fled in an unknown direction and was described as a black male, 26 to 30 years of age, and wearing a dark hoodie and jeans. The victim was not injured.

Burglar Caught In the Act

The resident living on the unit block of Lafayette Street came home around noon and found the front door to his apartment open. He walked inside and found the suspect in the stairway dressing himself with a newly acquired button-down shirt. The victim ran outside to call the police while the suspect fled the scene and was never located. The apartment appeared to have been accessed by a rear kitchen window. Only one laptop computer was found missing.

Robbery via Pepper Spray

A male victim was talking on his cell phone while standing in front of 1106 Market Street. Without provocation he was approached by the suspect who sprayed his face with pepper spray. The victim fell to the ground and was attacked by two other suspects who punched and kicked at the victim until he relinquished his cell phone. The suspects fled the scene and no description was provided.

Slow for the Cone Zone

Officers responded to 4th Street and Harrison Street on the report of an injury auto collision. Upon arrival, the driver of a BMW coupe and her friend were being treated for facial and chest injuries. The investigation determined that the driver had failed to stop for the orange construction barricades, driving through them and falling into a large hole in the roadway. The investigating officer smelled alcohol and believed the driver was intoxicated. Investigation is pending.

Disgruntled Employee

Officer responded to a construction site at 10th Street and Market Street regarding a battery involving one current and one former employee. The suspect became upset with the victim after finding his tools in the possession of the victim. The argument escalated when the suspect grabbed the victim from behind and slammed him into a wall. As a result the victim was knocked out and later transported to the hospital for treatment. The known suspect fled the scene and the investigation is continuing.

Computer Thief

The owner of a business on 3rd Street advised police seven computers had been stolen from his business by an unknown suspect. Video surveillance revealed a white male suspect wearing a black baseball cap and charcoal color jacket had broken the glass window with his elbow. The suspect entered the business stealing seven computers and subsequently leaving through the same window. Investigation continues.

Armed iPhone Robbers

On the evening of April 9th, officers responded to the area of 5th Street and Folsom regarding a robbery call. The victim was walking north on 5th Street while texting on his iPhone. He was approached by a male suspect who demanded his cell phone. When the victim refused, the suspect pulled out a handgun and made a second demand for the phone. This time the victim complied by handing over the iPhone along with his wallet. The robber then fled west on Clara Street towards 6th Street.

Good Samaritans Thwart iPhone Theft

The victim was standing on the busy corner of Mission Street and 10th Street using her iPhone. She was suddenly approached by a male suspect who quickly snatched the phone from her hands. Several onlookers watched the theft and began to pursue the suspect as he ran west on Mission Street. While passing a building site, several construction works aided and the suspect was stopped. Finding himself completely outnumbered, the suspect returned the phone and ran away.

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SIGNIFICANT ARRESTS

Bicycle Thief Captured

On March 26th, a thief was captured on video stealing a Fuji brand bicycle from the Academy Arts campus located at 601 Brannan Street. On April 4th, a very observant campus security officer observed the thief who was discovered to be a student. The would-be thief was arrested and later admitted to the theft. During his interview the thief said he stole the bicycle for financial reasons because his financial aid was going to be cancelled due to poor grades. The suspect who had already disposed of the bicycle was booked into jail for the theft.

Burglary Suspect Arrested

Officers from the department's Violence Reduction Team working jointly with Southerns' foot beat officer's located a residential burglary suspect who had stolen landscaping equipment from an open garage on the 200 block of 6th. When faced with the misfortune of his wrong doing, the suspect directed officers to the stolen property which were recovered in a backyard on the 900 block of Folsom Street. The suspect was booked into jail on two felony counts related to the theft.

Babbling Bus Rider Gets Booked

Passengers were trying to enjoy a quiet ride home on Muni's 9 Line when a disruptive passenger began raping out loud. Unfortunately, this passengers' musical debut was not appreciated by others due to various obscenities and references to guns. When asked to respect his fellow passengers, the suspect became enraged and threatened the victim. The bus stopped near 3rd and Market Street and the driver summoned police. A responding officer located the suspect who attempted to flee from arrest. The suspect was found to be on probation and he was subsequently booked into jail for several outstanding arrest warrants, disturbing passengers, and making terrorist threats.

Commercial Burglar Caught in the Act

A vigilant security officer working inside the building at 1390 Market Street detained a trespasser inside the building interior. The police were summoned and further investigation revealed the burglar had broken the glass window of the Andersen Bread Company, gaining access into the building. The quick actions of the security officer halted any further loss to the respective businesses. The suspect was booked of felony burglary charges.

Parolee + Narcotics = Arrest

Mid Market Street foot beat officers contacted a known parolee who was standing in front of the Henry Hotel on 6th Street. To ensure this subject was in compliance with the terms of his parole, officers conducted a parole search of the subject's apartment. As they knocked on the front door, the officers were greeted by a second suspect who made no attempt to hide the narcotics lying in plain view. The room was searched and a substantial amount of narcotics including crack cocaine, marijuana, and prescription medication were recovered. Both suspects were booked into jail on felony narcotics charges.

The Wrong Place at the Wrong Time

A female victim was at a night club enjoying an evening out with friends, and unaware of a physical fight occurring in the crowded club. The fight involving two male subjects escalated when one attacker took a glass liquor bottle and attempted to strike the other. The strike missed its intended target, instead striking the female victim in the head. Security staff detained the bottle wielding suspect who was later booked on felony assault charges. The victim was transported to the hospital via ambulance and treated for a non-life threatening injury.

Ammunition Violation

Officers contacted a male subject near the 400 block of Minna Street for violation of the Civil Sidewalk's statute. A records check revealed the suspect was on felony probation which resulted in a search of his nearby residence to ensure he was in compliance of his court ordered conditions. A search resulted in the discovery of 85 rounds of .22 caliber and 78 rounds of .38 caliber ammunition. No firearms were located, but due to the suspect's prior criminal record, he cannot be in possession of ammunition. The suspect was issued a citation for the misdemeanor ammunition violation.

Bakery Bust of Bicycle Bandit

While working at Yerba Buena Gardens an officer was directed to the area near La Boulange bakery regarding a subject casing bicycles. From a position of advantage the proactive officer engaged in visual surveillance of the subject who was standing near the bicycle rack. In short time, the bandit removed bolt cutters from his pocket, cut the bicycle lock, and took possession of a custom BMX style bike valued at over $1200. The officer leaped into action, quickly arresting the bicycle bandit and recovering the stolen property. Turns out this 40 year old male suspect was already on probation for various felony convictions. He was booked into jail of numerous charges and the bicycle was returned to the rightful owner.

Firearms Violation

Officers were summoned to an apartment at 785 Brannan Street regarding a threats complaint. The reporting party advised responding officers of a threat made to them from a tenant in a nearby apartment. Based upon the complaint, officers contacted the other party for his side of the story. The suspect answered the door and exited into the hallway where officers conducted a weapons search for officer safety. It was a great call by the veteran officer to conduct a search because they found a loaded handgun concealed in the suspects pocket. A records check revealed the suspect was on felony probation for a prior weapons conviction and cannot legally possess a firearm. The suspect was booked on felony weapons violations. A shotgun and ammunition was also found in the suspect's residence and two more firearms are now off the street for good.

Quick but Not Quick Enough

While having dinner with some friends at the Palomino on Embarcadero South, the female victim had placed her purse under the table. Out of the corner of her eye, she observed someone under the table. She looked down and saw that her purse was missing. Looking back up, she saw the suspect walking out the door with her purse. She quickly alerted her friends and other bystanders who were more than happy to help run this suspect down. The 54 year old suspect was not quick enough. He was detained a block away and the purse was returned to the victim.

Auto Burglar Nabbed

Officers responded to the 300 block of 5th Street on the report of an auto burglary in progress. When officers arrived, they located the dark blue Lexus as reported to dispatch. They quickly discovered the male inside was not the registered owner. The 48 year old suspect who was on probation, and has a lengthy history of prior arrests, was taken into custody. A search of his backpack revealed property belonging to the victim of the Lexus. The suspect was booked on felony charges and the victim was reminded to keep all of her valuables secured out of sight.

Two for One

During the early morning hours on April 11th, officers responded to the 100 block of Stillman Street on the report of a subject who was possible breaking into the parking lot attendants pay booth. A search of the empty parking lot revealed the 59 year old suspect hiding underneath a minivan. With the suspect detained, a check of the pay booth revealed a broken cash register and papers belonging to a restaurant on Folsom Street. As a coincidence, dispatch advised of a pending burglary call at that restaurant on Folsom Street where the windows had been smashed and the cash register stolen. The suspect was tied to the theft and booked into jail on felony charges. The $20 in loot was returned to the restaurant owners and second theft at the pay booth was prevented.

San Francisco Police Department

Auxiliary Law Enforcement Response Team (ALERT)

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All ALERT volunteers will be subject to a basic background check given to all Police Department volunteers. After the completion of training and having met any and all requirements, the ALERT volunteer will be given identifying credentials reflecting their level of training and role within the ALERT program. For a comprehensive overview of the ALERT program, please visit our webpage at www.sanfranciscopolice.org/alert

SOUTHERN STATION RESOURCE LIST

EMERGENCY:	911	
Non-Emergency:	553-0123	
SFPD Anonymous Tip Line:	575-4444	
Customer Service Center:	311	
Southern Station:	553-1373	
Southern Station Anonymous Tip Line: 552-4901		
Web:	www.sfgov.org/police	
(For Crime Stats, Internet reports, etc.)		
Southern Station email	**sfpd.southern.station@sfgov.org**	
Captain Michael Redmond	michael.redmond@sfgov.org	
Lieutenant Steve Balma	steve.balma@sfgov.org	
(Station Investigations)		
Market Street Foot Beats	553-1373	Sergeant Mark Shea Sergeant Brian Oliver
Southern Station Anonymous Tip Line 552-4901		
Graffiti Abatement	278-9454	
Graffiti Fax	278-9456	
Southern Station Events:	553-9191	Sergeant Frank Harrell
Southern Station Permits:	553-9192	Officer Simon Chan
Southern Station- District Attorney	553-1252	Marisa Rodriguez
Code Abatement:	553-1308	
Deputy City Attorney:	554-3887	Jennifer Choi
DPW	695-2020	Dispatch
Dept. Parking & Traffic:	553-1943	
Quality of Life Liaison:	553-1373	
SF SAFE	553-1984	
San_Francisco_SAFE_Inc@mail.vresp.com		
Homeless Issues:	553-1373	Officer Reyes Officer Moilanen
SF Homeless Outreach Team	734-4233	
24 Hour Disptach		

Text a Tip from your cellular phone - It's still anonymous

Through computers with Internet capability, SFPD Operations personnel will view all tips received 24/7 and evaluate each one. If the tip is of an emergency nature, personnel will forward it immediately to the Department of Emergency Management for officer dispatch. They will forward all other tips for assignment to the appropriate investigative bureau or district station. Investigative units will have an Internet-capable computer at their disposal and will be able to text back and forth with the tipster based on a randomly assigned ID number that the system, provided by Citizen Observer, Inc., supplies. The ID number is wholly confidential and is maintained in the company's server.

Procedure: Enter either **TIP411** or **847411** in the "To" field and the keyword **SFPD** in the text field, followed by the message. (Complete instructions follow.)

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Community Resources/Information

South of Market neighborhood preparedness (www.SouthBeachSafety.com)

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NERT INFORMATION

*The San Francisco Neighborhood Emergency Response Team (**NERT**) is **free training** from the San Francisco Fire Department in how to help yourself and your neighbors prepare for and respond to a disaster by working together. The 20-hour training includes personal preparedness, light search and rescue, disaster medicine, shutting off your utilities, and how to participate as a member of a neighborhood response team. NERT also offers continuing training for graduates and activities that support building robust neighborhood teams. For more information, visit the NERT website at **http://sfgov.org/sffdnert** , or contact Lt. Erica Arteseros at (415) 970-2022 or sffdnert@sfgov.org.*

NERT will be holding training opportunities over the next few months throughout several neighborhoods in San Francisco.

To register for one of the trainings listed using Eventbrite, go to: http://bit.ly/y4R3nd or call (415)970-2024.

A Message from SF SAFE:

Watch streets become communities, and neighbors become friends. Watch crime go down, as security goes up. Watch police become partners as you join with them in making your neighborhood a better place to live.
Start a Neighborhood Watch on your block and see all these things happen!
SF SAFE (Safety Awareness for Everyone) will give you the knowledge and tools to create a stronger, more cohesive and resilient community, and teach you how to be prepared and empowered at work, on the streets or sidewalks and in your home.

Contact SF SAFE at 415-553-1984 or learn more at www.sfsafe.org

Megan's Law Website Access:
The general public can find out information on sexual predators on line by going to the DOJ website: **www.meganslaw.ca.gov** or at the SFPD link at **www.sfgov.org/police**. You may check specific names or zip codes to locate those listed in the database.

311 Customer Service Center:
What is 311? 311 is a toll free, **NON-EMERGENCY** phone number that the public can call to access information about government services. A live customer service representative will be available 24 hours a day, seven days a week, and 365 days a year. The service is available to both wired and wireless customers. Wireless customers should call (415) 701-2311. 311 employees will be able to provide translations services in more than 145 languages and dialects and will employ a diverse staff of customer service representatives. Additionally, 311 is set up to accept calls from the hearing impaired by utilizing a TTY System.

*311 will also take police reports if you DO NOT have any suspect description and the crime is not in progress. After meeting these conditions these are the reports 311 will take: Harassing phone calls, vehicle break in, vehicle tampering, lost property, theft, and vandalism/graffiti reports.

850 Bryant Street San Francisco, CA. 94103 (415) 553-1373

Captain Michael Redmond
April 26, 2013

Captain's Message

Dear Southern Station Community Members,

We have seen some great results in our directed enforcement operations throughout the month and have seen a decrease in Burglaries, Vehicle Burglaries as well as Robberies. I credit this to the officers working hard here at Southern Station but I also give credit to all you in taking those preventative measures we always talk about.

We have run two Auto Burglary operations this week and had great results. In making those arrests we are preventing those car burglars from terrorizing the Southern district. If you read the arrest of the week it speaks of one of the arrests made. The important thing that led to the success the officers had in arresting the two thieves was the resident who called immediately, gave a great description of the suspects and the direction they were fleeing. You the citizens are an important part of our success in fighting crime so please report what you see. I applaud the resident on Langton Street who got involved last night to assist us and make his neighborhood a safer place. We will continue to run these operations on a weekly basis.

I had a great experience the other day when I went by Cross Roads at 6th and Natoma and spent some time with the kids that are in their after school program. I was able to observe many of the positive things Cross Roads does for the children and even played a little 3 on 3 basketball with the children. I am still working on my Southern Summer Youth Plan and have received some

good leads and ideas from residents since my last newsletter. The department has some great programs that I will make sure we get the SOMA kids involved in but if anyone in the community has any other ideas and did not respond to me after my last newsletter please forward them.

Have a great weekend!

Mike

Monthly Community Meeting:

The next Southern Station Community Meeting will be Wednesday, May 15, 2013 at 6:30 PM.

The meeting will be held at the Monarch at 6th and Mission Street.

Topic: 6th Street Safety Hub and Safety in the Immediate Area. Foot Beat Sergeants, Officers and our other City Agency partners will be in attendance.

Upcoming Events:

How Weird Faire- April 28, 2013 from 12pm-8pm.
For information visit: www.howwierd.org

Arrest of the Week

An Auto Burglary Operation was conducted Wednesday night into early Thursday morning. The officers followed many suspects that night and were just about to get off work when a resident that lived in the area of Langton and Folsom heard a car alarm go off. The resident sprung into action. He looked out his window and saw two suspects reaching into the smashed passenger side front window of a gray Lexus. He immediately took note of their clothing description and physical build and called the police.

The officers working the Auto Burglary Operation were in the area within minutes and based on the residents description detained one suspect at Rausch and Folsom. As they approached the suspect they then observed the second suspect who was in the process of committing another Auto Burglary in Rausch Alley. Both suspects were taken into custody. The officer's investigation led them to another vehicle that had been broken into in the area where it was determined that the two suspects the officers had under arrest were responsible for. The suspects were booked for three counts of Auto Burglary, Possession of Burglary tools, Resisting Arrest and a Parole Violation.

This was a great team effort first by the resident who immediately called this in and provided the officers with a great description of the suspect and then the teamwork of the officers.

Great Job!!

Significant Incidents

Window Smash Burglary

In the morning of April 19, officers responded to the 1500 block of Mission St regarding a burglary. When they arrived, they met with the victim who told them he locked and secured the facility. When he returned to work,

he was notified that one of the windows was broken by an unknown suspect. The victim performed an inventory search of the property and discovered (2) laptop computers had been stolen by this unknown suspect.

MUNI Pickpocket

In the evening of April 19, officers responded to King St regarding a theft. When they arrived, they spoke with the victim who stated she was at 4th and Market boarding a MUNI bus. The victim said the coach was very full and she had to stand. When she arrived on King St she received a call stating her credit cards had been fraudulently used. The victim cancelled the cards, and believed she was a victim of a pick pocketing on the MUNI coach. The video from the bus was forwarded to our Southern Station Inspectors for further review.

Luggage Robbery

In the evening of April 19, officers were sent to the area of South Park regarding a robbery. When they arrived, they met with the victim who stated he was walking with a rolling luggage that contained cameras with expensive photo equipment. He was approached by two unknown suspects who jabbed the victim, and yanked the luggage from his grip. The suspects fled the area on foot. The victim later called 9-1-1.

Theft from a Person

In the early morning hours of April 20, officers responded to 7th St on a report of a theft. When they arrived, they spoke to the victim who stated she was talking on her cell phone trying to call for a taxi. When she ended the conversation, an unknown suspect snatched the phone from her hand and fled the area on foot. The victim did not give chase.

Pepper Spray Robbery

In the early morning hours of April 20, officers responded to Market St on a report of a robbery. When they arrived, they spoke with the victim who stated he was waiting for the bus, and for no apparent reason, an unknown suspect approached him and sprayed him in the face with pepper spray. The unknown suspect grabbed money from the victim and fled on foot in an unknown direction. The victim went to a nearby hotel to call the police. Officers searched the area with negative results.

Be Aware of your Surroundings

In the morning hours of April 20, officers responded to Delancy St on a report of a theft. When they arrived, they spoke to the victim who stated she was talking on her cell phone with ear buds in both ears. As she was walking, an unknown suspect snatched the phone from her hand and fled the area on foot. The victim did not give chase.

Suspicious Occurrence

In the afternoon of April 21, officers responded to Treasure Island on a report of a possible burglary. When they arrived, they spoke with the victim who stated she arrived at the facility, and the front door was wide open. Fearing someone might be inside; she closed the door and called the police. Officers walked through the facility, determining no one was inside. The caller performed an inventory search and believed nothing was

missing. Upon further questioning, the caller was not sure if she closed and double locked her door. Officers determined this was not a burglary type incident.

Roommate v. Roommate

A resident from Treasure Island walked into Southern Station to make a theft report. The victim stated she was moving out of her apartment on Treasure Island due to differences with her roommates. When she returned to gather her belongings, she discovered a laptop computer was missing, and believed her roommates were responsible for the theft. Unfortunately the victim did not witness the theft, and cannot confirm who may have stolen it.

Red Light Runner

Southern Station Officers were on patrol stopped at the red light facing South on 5th Street. The light turned green for the officers to proceed South on 5th Street when out of the corner of their eyes they see a grey Toyota Prius headed right for them. The driver of the Prius fails to stop at the red light and T-Bones the marked police car with the two officers inside. One officer was transported to the hospital but is expected to make a full recovery.

Cell Phone Snatch

In the evening of April 23, officers responded to 3rd St regarding a theft. When officers arrived, they spoke with the victim, who told them she was talking on her cell phone when an unknown suspect approached her on a bicycle and snatched her phone from her hand. The suspect rode south on 3rd St. The officers searched the area for any video surveillance that may have captured the incident on video.

Significant Arrests

Theft turns into Robbery

In the early morning hours of April 20, officers responded to Townsend St on a report of a robbery. When officers arrived, other members of the SFPD had several suspects detained, and others were with the victim and witnesses. Officers spoke to one of the victims who told them he was at a restaurant/bar with his girlfriend when they noticed her purse was missing. They looked around and notified staff of the possible theft. He then saw a large group of individuals leaving the establishment, and one of the female suspects was attempting to conceal a large item under her jacket. He said that he attempted to confront the female suspect and her friends, and when he did, they started to beat him up. During the fight, the victim was able to get his girlfriends purse back. The female suspect and her friends were taken into custody and later booked on multiple charges at County Jail.

Look up when examining your Drugs

In the morning of April 20, officers assigned to walk a foot beat were in the area of Hallidie Plaza. Officers stopped and watch an individual sitting down, take out a bag of suspected methamphetamine, examine it and place it back in his pocket. Officers, standing approximately 10 feet away from the suspect, identify themselves, and immediately place the suspect under arrest. Upon searching the suspect he was in possession

of a methamphetamine pipe. A computer check revealed the suspect was on parole and probation. Officers notified the suspects' parole officer and probation officer, who revoked his parole and probation. The suspect was booked on felony charges at county jail.

Wrong Way down a One Way/DUI Arrest

Just before midnight on April 20, officers noticed an individual driving the wrong way down a one way street. Officers safely stopped the subject and began talking to the driver. Officers immediately smelled the distinct odor of an alcoholic beverage about her breath and body. Officers administered the suspect field sobriety tests, which she failed. The suspect also failed the PAS device, which is a Portable Alcohol Screening handheld device. The suspect was booked at county jail for DUI.

Lock your Doors

On April 21, officers were dispatched to 9th St regarding a possible assault. When they arrived, they spoke to the victim who told them he and his friend were in his apartment when the front door opened suddenly. An unknown suspect entered and demanded money. The suspect attempted to grab electronic equipment, and flee, but the victim stopped and fought with the suspect. The suspect fled the apartment without any items. Other officers heard the description of the suspect, and detained an individual matching that same description. The victim positively identified the suspect as the one involved in the incident. A computer check revealed the suspect was on probation. The suspect was then transported to county jail, where he was booked for robbery, and a probation violation.

Drugs

Officers assigned to walk a foot beat, were walking on 6th St when they noticed a vehicle parked in a legal metered parking spot with the meter expired. The officers noticed the wheels were not curbed, as the vehicle faced a downgrade in the street. As the officers approached the vehicle, they discovered 3 occupants in the vehicle, attempting to suspiciously conceal something. Not knowing if the subjects were trying to conceal a weapon, for officer safety, they requested the occupants to open the doors. Upon running a records check on the subjects, it was determined one of the subjects was on probation, and had a search condition. Officers exercised the search condition, and discovered a usable amount of methamphetamine and heroin in the purse of a suspect. That suspect was arrested and later booked at county jail.

Captured

On April 23 at 10:20 pm Plain Clothes Officers working an Auto Boost Operation in the district spotted a subject whose picture was on a wanted flyer at Southern Station. This guy is a notorious Auto Burglar in the Southern who is responsible for many car Burglaries. This subject always runs and fights when he is arrested so the officers developed a plan prior to engaging this thief. The officers set up their perimeter with additional personnel prior to contact. The plain clothes officers exited their car at Harrison and Division at which point guess what? The thief took off running. The officers gave chase as the subject was discarding all of the stolen property he had in his possession. The subject was located on Isis Street hiding under a car. The officers made contact with the subject and guess what? He fought with the officers. After a brief struggle the suspect was taken into custody and later booked for several Felony charges.

Cell Phone Drive thru Theft

On April 25, 2013 at 0540 hours Officers responded to a cell phone store on Market Street regarding a vehicle that had just crashed through the front window. Officers arrived and noticed that in fact there was a Ford Explorer parked inside the cell phone store. They were provided a suspect description which they relayed to other officers. An officer in the area of UN Plaza spotted the suspect. The suspect saw the officers and fled on foot through UN Plaza and after a brief foot pursuit he was detained at Hyde and McAllister Streets. The suspect was positively identified and four stolen cell phones were recovered.

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Southern Station:	553-1373	
Southern Station Anonymous Tip Line: 552-4901		
Web:	www.sfgov.org/police	
(For Crime Stats, Internet reports, etc.)		
Southern Station email	**sfpd.southern.station@sfgov.org**	
Captain Michael Redmond	michael.redmond@sfgov.org	
Lieutenant Steve Balma (Station Investigations)	steve.balma@sfgov.org	
Market Street Foot Beats	553-1373	Sergeant Mark Shea Sergeant Brian Oliver
Southern Station Anonymous Tip Line 552-4901		
Graffiti Abatement	278-9454	
Graffiti Fax	278-9456	
Southern Station Events:	553-9191	Sergeant Frank Harrell
Southern Station Permits:	553-9192	Officer Simon Chan
Southern Station- District Attorney	553-1252	Marisa Rodriguez
Code Abatement:	553-1308	
Deputy City Attorney:	554-3887	Jennifer Choi
DPW	695-2020	Dispatch
Dept. Parking & Traffic:	553-1943	
Quality of Life Liaison:	553-1373	
SF SAFE	553-1984	
San_Francisco_SAFE_Inc@mail.vresp.com		
Homeless Issues:	553-1373	Officer Reyes Officer Moilanen
SF Homeless Outreach Team 24 Hour Disptach	734-4233	

Text a Tip from your cellular phone - It's still anonymous

Through computers with Internet capability, SFPD Operations personnel will view all tips received 24/7 and evaluate each one. If the tip is of an emergency nature, personnel will forward it immediately to the Department of Emergency Management for officer dispatch. They will forward all other tips for assignment to the appropriate investigative bureau or district station. Investigative units will have an Internet-capable computer at their disposal and will be able to text back and forth with the tipster based on a randomly assigned ID number that the system, provided by Citizen Observer, Inc., supplies. The ID number is wholly confidential and is maintained in the company's server.

Procedure: Enter either **TIP411** or **847411** in the "To" field and the keyword **SFPD** in the text field, followed by the message. (Complete instructions follow.)

****

Community Resources/Information

South of Market neighborhood preparedness (www.SouthBeachSafety.com)

****

NERT INFORMATION

*The San Francisco Neighborhood Emergency Response Team (**NERT**) is **free training** from the San Francisco Fire Department in how to help yourself and your neighbors prepare for and respond to a disaster by working together. The 20-hour training includes personal preparedness, light search and rescue, disaster medicine, shutting off your utilities, and how to participate as a member of a neighborhood response team. NERT also offers continuing training for graduates and activities that support building robust neighborhood teams. For more information, visit the NERT website at **http://sfgov.org/sffdnert** , or contact Lt. Erica Arteseros at (415) 970-2022 or sffdnert@sfgov.org.*

NERT will be holding training opportunities over the next few months throughout several neighborhoods in San Francisco.

To register for one of the trainings listed using Eventbrite, go to: http://bit.ly/y4R3nd or call (415)970-2024.

A Message from SF SAFE:

Watch streets become communities, and neighbors become friends. Watch crime go down, as security goes up. Watch police become partners as you join with them in making your neighborhood a better place to live.
Start a Neighborhood Watch on your block and see all these things happen!
SF SAFE (Safety Awareness for Everyone) will give you the knowledge and tools to create a stronger, more cohesive and resilient community, and teach you how to be prepared and empowered at work, on the streets or sidewalks and in your home.

Contact SF SAFE at 415-553-1984 or learn more at www.sfsafe.org

Megan's Law Website Access:
The general public can find out information on sexual predators on line by going to the DOJ website: **www.meganslaw.ca.gov** or at the SFPD link at **www.sfgov.org/police**. You may check specific names or zip codes to locate those listed in the database.

311 Customer Service Center:
What is 311? 311 is a toll free, **NON-EMERGENCY** phone number that the public can call to access information about government services. A live customer service representative will be available 24 hours a day, seven days a week, and 365 days a year. The service is available to both wired and wireless customers. Wireless customers should call (415) 701-2311. 311 employees will be able to provide translations services in more than 145 languages and dialects and will employ a diverse staff of customer service representatives. Additionally, 311 is set up to accept calls from the hearing impaired by utilizing a TTY System.

*311 will also take police reports if you DO NOT have any suspect description and the crime is not in progress. After meeting these conditions these are the reports 311 will take: Harassing phone calls, vehicle break in, vehicle tampering, lost property, theft, and vandalism/graffiti reports.

TREASURE ISLAND NEWS

TREASURE ISLAND NEWS IS A COMMUNITY NEWSLETTER PRODUCED BY GOOD NEIGHBORS OF TREASURE ISLAND & YERBA BUENA ISLAND WITH INPUT & ASSISTANCE FROM ISLAND RESIDENTS, AGENCIES AND BUSINESSES

May 2013 Volume 5 Issue 5

Letter from the editor

Hi All,

Spring is here already! That means there will be many upcoming events on Treasure Island and in San Francisco City proper. There are so many opportunities to join in fun activities on the Island.

The T.I. Yacht Club just celebrated their opening day last month and will be offering sailing classes for children and adults this Spring/Summer. On Saturday, May 18th, the Sailing center will be offering a safe boating day. Also on May 18th, the T.I. Health and Environmental Awareness Fair will take place in the front of the island as well. There will be many activities for visitors of all ages, a band and entertainment and a raffle. These are two great events and two really great reasons to visit the front of our beautiful island. Our Bi-monthly Island clean-ups, held by the Treasure Island Health Networks, 'Clean Team' continue to be an important way to keep our island safe and clean. Our local T.I. Bar and Grill offers Friday Theme nights for island residents. With such a unique and diverse community here, we hope the island events appeal to all our residents and community members.

Spring is a great time to enjoy our islands, we have the beach at Clipper Cove and YBI island which are great places to relax, bird watch and take in our outstanding views of the Bay Area. Thank you to the Treasure Island Event Center for hosting the, 'Old-School-New School' Party on April 12, 2013. It was great to see all of the kids, parents and T.I. residents joining together to enjoy the food, chat with their neighbors and dance! Photos of the event are on pages 5 and 14.

I hope this Spring brings more opportunities to discuss the ongoing cleanup and redevelopment process and encourage advancement of health and safety on our island. We encourage all residents to continue to be vocal about their community, join in the community groups and support each other to make our neighborhood the best it can be. As we continue to transition here on YBI and TI we hope our Island leaders continue to offer opportunities for any questions or concerns our residents have regarding living on T.I. and YBI.

Any written or pictorial contributions to our newsletter are always welcome!

Thank you and have a great month.

S. Parish

Editor

TREASURE ISLAND NEWS

DEADLINES & CONDITIONS

All submissions of articles, announcements and calendar items must be submitted by the 15th of the month prior to publication for consideration. Email to: GN.admin@goodneighborsf.org

- The editorial board reserves final rights for inclusion and exclusion.
- Acceptable formats are text submitted in Microsoft Word, PDF, jpeg, pages, Publisher.
- We encourage positive ideas and creative solutions to better our community.
- The opinions expressed in this newsletter are those of the individual author.
- Photos are not reproducible without express Permission, in writing, of the photographer.

Good Neighbors of Treasure Island & Yerba Buena Island

Email:
GN.admin@goodneighborsf.org

Phone: 415-520-6653

Editor: S Parish

Sparish@goodneighborsf.org

ty (TIDA) and Treasure Island Health Network (TIHN) co-hosted a community workshop on Treasure Island to discuss recent radiological surveys conducted by the California Department of Public Health (CDPH) and the Navy's response to the findings of those surveys.

TIDA has prepared a summary of the workshop that captures the issues raised by residents and other participants at the community workshop. The summary can be found on TIDA's website here:

http://sftreasureisland.org/index.aspx?page=380

Jane Kim

DISTRICT 6 SUPERVISOR

Save The Date!

- Saturday, May 18, 2013 Office hours will be held at the Health Fair on Treasure Island, Noon-2pm at Casa de la Vista.

For more information or to contact the office, please call or email Sunny Angulo at:

415.554.7969 sunny.angulo@sfgov.org

Treasure Island Health Network

Thank you to all of the residents who attended the Community Workshop to discuss the recent reports of radiation and any remaining concerns. Through the feedback of our network members , it was a positive environment that allowed more thorough question and answer sessions. This is the type of meeting that our community asked for and we were very pleased with the outcome. As the cleanup and redevelopment process is intensive and ongoing,, it is difficult to get every complete answer and that is why we suggest your continued attendance and support. For translation services , please let us know at least one week in advance.

Also during the workshop, the Department of Public Health representative in attendance announced that they are in the process of finalizing arrangements for a health clinic that will serve the residents of Treasure Island within our community. As many are aware, this was one of the main actions we advocated for in earlier meetings, we thank the residents for being supportive during this process. We will keep you updated on the progress as we are notified.

We, the TIHN Clean Team have picked up nearly 800 pounds of garbage to date. We have joined the Giant Sweep program, will have t-shirts for active volunteers and may add another weekend day to help you better participate. **Next cleanup is May 25, 2013 at 11 am**, meeting ain the parking area next to Island Cove Market. Hope to see you there!

For anyone who wants to quit smoking and has tried to do it alone, we now have a non-smoking buddy program. If you or anyone you know really wants to quit smoking and would like to get more support, please contact us.

We are still offering and collecting the anonymous health surveys. To participate in this process, contact us at the number or email below.

While there are many programs in development, we are always willing to take your suggestions so we can continue to reflect and advocate for the health and environmental needs of our community.

Last, but not least, we are holding the TIHN/TIHDI Health and Environmental Awareness fair on Saturday, **May 18, 2013** at the Casa de la Vista from noon -3pm. This is the building in the front of the island on the Avenue of the Palms. There will be many activities, a raffle, entertainment and much more! To participate in the do it yourself natural product activity, please bring a small covered jar. The bicycling activities will require bike s, please bring one with you. We really hope to see you there!

IMPORTANT SAVE THE DATE!

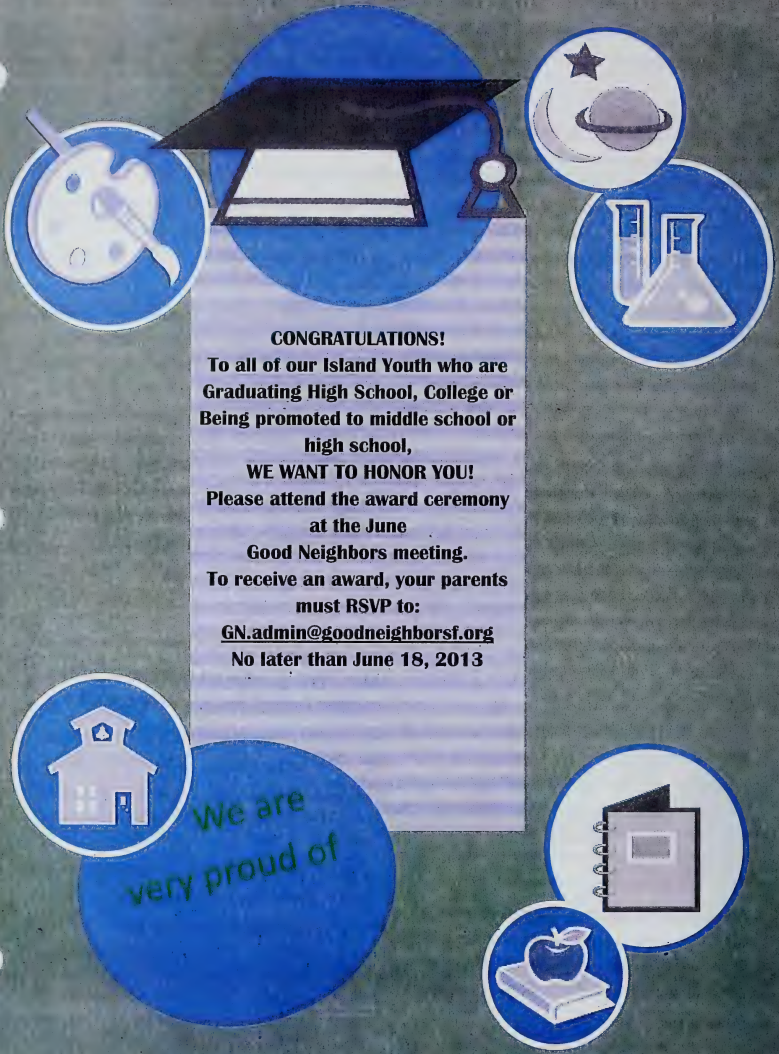
May 18, 2013 Treasure Island Health Fair with Jane Kim holding office hours during this event.

May 14, 2013 NERT training. Sign up online at http://www.eventbrite.com/event/6039021877#

If you need internet access to sign up for any events, please contact TIHN and we will help you find the resource.

May 25,2013 TIHN Clean Team cleanup event, meet by Island Cove Market, in parking area.

For more info, please contact TIHN at:
415.295.4704 TIHN2012@ymail.com


CONGRATULATIONS!
To all of our Island Youth who are Graduating High School, College or Being promoted to middle school or high school,
WE WANT TO HONOR YOU!
Please attend the award ceremony at the June Good Neighbors meeting.
To receive an award, your parents must RSVP to:
GN.admin@goodneighborsf.org
No later than June 18, 2013
We are very proud of

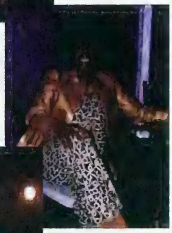
Good Neighbors of Treasure Island &Yerba Buena Island

Thank you to all of the amazing folks who attended the 'Old School, New School' dance party last month. We had over 100 people in attendance. Everyone who came was treated to a delicious meal , great music and revelry.

As the evening moved along, the room filled with energy as our island youth dance group performed on stage to a lively playlist. It was quite the party.

These community gatherings are what we, at Good Neighbors do best and we hope to see you all again at our next community event.

Special thanks to TIDA, Ms. Seanda, and May for helping to make the evening special for everyone.



Photos by: S.Parish

Stay Involved

Good Neighbors events are a really great way to get to know your neighbors and enjoy the positive aspects of our neighborhood. Becoming a member and supporting the organization are other ways to stay involved and informed.

The next opportunity to be involved and to give back to your community will be at the quarterly membership meeting in June. During this meeting we will present our most outstanding community members with the Good Neighbor award.

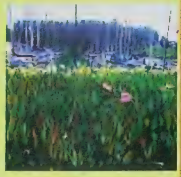
The annual awards are given to community members who are contributing in a positive way to the islands that we love. If you have a neighbor who you believe is deserving of recognition for their good deeds, please either contact good neighbors and we will accept the nomination through the contact information below.

For more information about Good Neighbors please contact:

415.520.6653

GN.admin@goodneighborsf.org

Twitter: @goodneighbor_TI FB: Good Neighbor SF



MAY 2013

Events for May 18, 2013:

- Treasure Island Health & Environmental Awareness Fair
- Casa de la Vista, Ave of the Palms, 12-3pm
- Supervisor Jane Kim's office hours 12-2PM at Health Fair
- TI sailings Safe Boating Day.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Community Watch 6:30pm Ship Shape	2	3	4
5	6	7	8	9	10	11
		CAB MTG 6-8pm City Hall Rm. 34	TIDA Board Meeting 1:30pm City Hall			TI Museum lecture Series, Bldg. one 10:30 am
12	13	14	15	16	17	18
		NERT Training Begins 6;30-9:30PM				For multiple events today please see inset above
19	20	21	22	23	24	25
						TIHN Island Cleanup 11am-1pm In front of Island Cove Market
26	27	28	29	30	31	

The (TIDA) Board of Directors meets at City Hall this month at 1:30pm for the public. For more information, visit www. SFTreasureIsland.org

To inquire about the Treasure Island/Yerba Buena Island Citizen Advisory Board (CAB) meetings, please see SFTreasureIsland.org

The community meeting is held on the third Wednesday of every even numbered month, 6:30 PM,at the Ship Shape building.

The Navy RAB meeting is the third Tuesday of every other month (every even numbered month), 7 PM at the Casa de la Vista.

Southern (SFPD) Station's community meeting is held on the third Wednesday of each month. Locations vary each month. For information about the meeting locations, or to subscribe to the Southern Station newsletter,

please send an e-mail to sfpdsouthernstation@sfgov.org

Jane Kim- Office Hours– for May will be held during the TI Health and environmental awareness fair from 12-2pm

Report – Treasure Island Community Watch

Treasure Island Community Watch met on April 3rd. Approximately 25 people, plus Captain Redmond, Sgt. Tom and two Island Officers attended to discuss the increase in burglaries that occurred during March, among other topics.

Captain Redmond mentioned that about 50% of the confirmed burglaries (11) in March were made through second story windows or through patio doors that were unlocked. There had been one arrest directly related to the burglaries. Also, additional officers were assigned to the Island to help mitigate the problem. Residents were encouraged to always report crimes in progress and suspicious behavior to the police.

Crime Stats

The statistics reported here are for "calls for service" to police dispatch, as reported in Crimemapping.com. The statistics reflect calls for service between April 1 – April 23.

Many calls are re-categorized once the police review the call so we use the numbers here as an indicator of trends, not the actual number of crimes themselves.

April was a relatively calm month on the Island with 23 reported calls for service (the average is 39 per month, and the 56 reported in March)Burglary (6), car-break in (1), and stolen vehicles (0) calls were all down for the month of April, however Petty thefts were up (8) .

Trends

Over the past year we have noted a general increase in the calls for service. This could be because there are more crimes, or it could also mean that more people are reporting the crimes that are occurring. At this point it is difficult to say.

It is significant that the Island experiences periodic spikes in crime (mostly burglary). Over the years we have noted the biggest spikes tend to occur during school breaks. Knowing this we can double our efforts at raising awareness prior to the beginning of an anticipated spike. Additionally, we, as a community, need to find ways to engage the youth of the island, as well as building relationships with our neighbors. This is an interim report. A full report will be sent to the TI Community Watch distribution list after the May 1st meeting. - Mark Connors

TREASURE ISLAND
COMMUNITY WATCH

Meets the first Wednesday of each month.
6:30pm - 7:45pm
The Shipshape @ 850 Avenue I (at 11th St. - Treasure Island)
TreasureIslandCommunityWatch@Outlook.com

Learn about community concerns. Meet new friends. Help us make a difference.

To report a crime always call the police first!

For Emergencies or crimes in progress

dial 9-1-1

(from a cell dial 415 553-8090)

For Non-Emergencies

SAN FRANCISCO FIRE DEPARTMENT

N. E. R. T.

Neighborhood Emergency Response Team

WHO: Everyone!!!

WHAT: FREE Disaster Preparedness Training

WHERE: Treasure Island - The Ship Shape Community Center
850 Avenue I

WHEN: Tuesday eve/Saturday 6:30p - 9:30p/9:00a-4:00p
May 14, 21, 28, June 4, AND 8, 2013*

* *Note: You must attend all sessions to gain the full benefit of the training. New students may not join after class session 2.*
A Certificate will be issued. Make ups may be approved.

HOW: To register visit http://bit.ly/11U6GiO, call 415-970-2024, or scan the qr code.

WHY: So we are prepared to do what we can for each other. Help make SF a resilient City!

Scan me to register on Eventbrite now!

Visit www.sfgov.org/sfnert for more on the training and other class locations.

TRAINING COURSE OUTLINE

5/14 6:30p Class Session #1...
Earthquake Awareness,
Preparedness and Hazard Mitigation

5/21 6:30p Class Session #2...
Basic Disaster Skills; Fire Extinguishers; Hazardous Materials; Utilities Shut-offs

5/28 6:30p Class Session #3...
Disaster Medicine

6/4 6:30p Class Session #4...
Light Search and Rescue

6/8 9:00a Class Session # 5...
Team Organization and Management
Terrorism & NERT

6/8 1:00p Class Session # 6...
Hands-On Training
Skills Development and Application

LITTLE ISLAND, BIG IDEAS

A Free Lecture Series on the Past, Present and Future of Treasure Island
PRESENTED BY THE TREASURE ISLAND MUSEUM ASSOCIATION

INAUGURAL LECTURE

Saturday, March 2, 2013, at 3:00 pm
at the San Francisco History Expo, the Old Mint, Fifth & Mission Streets

A Peaceable Island: The 1939–1940 Golden Gate International Exposition

Speaker: Author and historian Richard Reinhardt

Subsequent lectures: Saturdays at 10:30 am at Building One, Treasure Island
Free parking. Access via Bay Bridge (no toll from San Francisco) or Muni 108 bus

April 13: The Greatest Bridges. The Bay Bridge and Golden Gate were the world's longest of their kind, as all be the new Bay Bridge span. Learn how these iconic bridges were conceived, worked and realized. Speaker: Mark Melandry, former Caltrans Environmental Manager

May 11: San Francisco's First International Airport. The first trans-Pacific airline service, Pan Am's "Clipper" flying boats, took off from Treasure Island during the world's fair, bringing San Francisco into the new world-wide air age. Speaker: John H. Hill, SFO Museum

June 8: Naval Gateway to the Pacific. In its heyday, Naval Station Treasure Island sent off thousands of sailors and marines each day to help win World War II in the Pacific, but the Navy's presence here spanned a century, including the first West Coast Naval Training Station and the last postwar residence of Admiral Chester Nimitz. Speaker: James Sullivan, Department of the Navy

July 13: Magic City 2.0. Already designated one of just 18 Climate Positive Model Communities worldwide by the Clinton Climate Initiative, Treasure Island will soon redevelop and reinvent itself as San Francisco's newest and most sustainable neighborhood and a destination for visitors and locals alike. Speaker: Treasure Island Community Development LLC

August 10: TI Today: One Happening Square Mile. Home to wineries, artists' studios, a sound stage, a job training center, annual music and rowing festivals, a monthly flea market, an airport control tower and the finest views of San Francisco's skyline. Speaker: Miriam Saltz, Director of Island Operations, Treasure Island Development Authority

September 21: Keeper of Treasure Island's Legacy. For over 20 years, until its closing in 1997, the Treasure Island Museum introduced visitors to the rich history of the island. The Association continues the tradition, while the museum is poised to return, with a new vision, as part of the redevelopment plan. Speakers: Treasure Island Museum Association Directors and past presidents

Additional talks will be added to the series as speakers and topics become available. To keep informed, please register (see below).

All lectures are free. Attendees may choose to qualify as docents for the Treasure Island Museum Association.

Presented with support from Treasure Island Development Authority and The Winery San Francisco at Treasure Island.

For more information, or to register (suggested but not required) please visit treasureislandmuseum.org, inquiries@treasureislandmuseum.org, or scan the code.

TREASURE ISLAND MUSEUM ASSOCIATION

The home of the home
Treasure Island, San Francisco
California 94130
415.616.8800
www.treasureislandmuseum.org

the Y

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

SHOES WERE MADE FOR WALKING

SF Shape Up Walking Challenge

TREASURE ISLAND Y

Join the Treasure Island Y as we compete as a team for the 10 week SF Shape Up Walking Challenge (April 1- June 7). Our goal is to log 1,016 miles of physical activity. Every time you walk to the bus, vacuum, work in the yard or go to the gym you log your activity online and watch as our team virtually progresses up the coast of California. If you do not have access to the online site, you can contact the gym staff to log your activity offline and we will update your progress online. There are two ways to register for the challenge:

- Visit www.shapeupwalkingchallenge.org and search for our team Treasure Island Y
- Or register with the staff at the Treasure Island Y

WHAT: Community Walking Challenge
WHY: To encourage and engage each other in more physical activity
WHEN: April 1 - June 7
HOW: Sign up online or at the Y and start tracking your activity

TREASURE ISLAND HEALTH NETWORK AND TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE

ANNOUNCE AN EVENT ESPECIALLY FOR YOU!

TI HEALTH AND ENVIRONMENTAL AWARENESS FAIR 2013

Bring your bike, walk or run to the fair!

Music provided by Salsa/Latin Jazz band Adelante!

Food, Fun, Raffle and activities

for the whole family!!

Saturday, May 18, 2013

Noon-3

Casa de la Vista

Ave. of the Palms

*Bring a clean, small container to take home your DIY project!

*Bring your bike to participate in the biking activities!

Your District 6 Supervisor Jane Kim will hold office hours noon-2pm!

For more information and updates: THN2013@gmail.com or Twitter @thn2013

EVENTS AROUND TOWN — SAN FRANCISCO

REC & PARK

See You at Access to Adventure in Golden Gate Park on May 4

Join us on May 4 as we celebrate recent trail improvements at Buena Vista Park, completed by the San Francisco Conservation Corps and made possible by California Prop. 84 Park Bond Funding. The day will begin with park improvement and volunteer projects at 9 a.m., followed by a ribbon cutting ceremony at 11:30 a.m. Hosted by the SF Conservation Corps, Buena Vista Neighborhood Association, Enterprise for High School Students and Rec and Park.

Access to Adventure

Saturday, May 4, 2013 Noon-3:00 p.m.
At the Golden Gate Park Music Concourse Bandshell - Music by the Honey Belles and Jeannie and Chuck's Country Roundup.

Listen to some great music, enjoy dozens of great activities and explore recreation opportunities for children with disabilities! **Presented by Recreation and Parks and Support for Families of Children with Disabilities.** To pre-register, call Support for Families at (415) 920-5040. To find out more about this event and Recreation and Parks Inclusion Services, call our Inclusion Center at (415) 206-1546. American Sign Language interpretation will be provided. If you would like to request other accommodations, please contact our Inclusion Center at (415) 206-1546 or vicky.pitner@sfgov.org . Please note that requesting accommodations at least 72 hours prior to an event will help ensure availability. Want to volunteer for this event? Contact Ramona McGary at (415) 831-6334 or ramona.mcgary@sfgov.org

Summer Camps

Summer is just a couple of short months away. Have you made plans for your kids this summer? Discover what's in store for your child this summer, including more than 70 different day camps— traditional camps like Silver Tree and Pine Lake, as well as new camps like Lacrosse and Ultimate Frisbee. We're also introducing SF City Treks, Surviving the City on $5 a day, and SF Navigation, which make use of one of our greatest resources for fun and learning – the city of San Francisco itself! **Browse our summer day camp catalog here.**

Greenagers Program - Work in parks, open spaces and recreation centers to make a difference and get paid $100 dollars a month!

The city's Greenagers Program is looking for 9th and 10th grade students who either live in or attend high schools in the following neighborhoods: Bayview, Bernal Heights, Crocker Amazon, Excelsior, Hunters Point, Mission Terrace, Outer Mission, Portola, Silver Terrace, or Visitacion Valley and are willing to: Meet three Saturdays a month for a total of 7 months (June 1-January 11, 2014). -Be flexible and willing to work in various terrain and weather conditions -Advance your skills in leadership, networking, teamwork and professional work experience -Interact with community members, rec and park staff, and other high school students to research and voice issues in the southeast side community. For more information, download the GreenAgers application here: **Official Greenagers Application 2013-2014 with logo 4213**

EVENTS AROUND TOWN — SAN FRANCISCO

Continued from page 11

Mayor Lee & Supervisors Announce Townhall Series on City's Budget

Monday, May 13, 2013 6:00 p.m - 7:30 p.m. **Districts 5 & 6 with Supervisors London Breed & Jane Kim.** Located in the Main Library, Koret Auditorium, 100 Larkin Street.

Bay to Breakers

May 17, 2013

Since 1912, Bay to Breakers 12k has been a testament to San Francisco's uniqueness and audacity. Each year the race is a glorious celebration of the human spirit - a giant wave of athleticism, fun, frivolity, and determination flowing across the City from the Bay to the Pacific Ocean. In the true spirit of San Francisco the race is a celebration for everyone. Thousands of costumed participants join with families, and weekend runners and walkers. REGISTRATION: $57 which includes Race Bib with built in timing tag. Collectible cotton participant T-shirt. Finisher's Certificate for the 102nd Bay to Breakers presented by craigslist. Our registration fees also help to cover the costs associated with our permits, aid stations, race infrastructure, security and event clean-up.

Bay Lights – Donate and Support

THE BAY LIGHTS is changing the way the world looks at art ... infrastructure ... civic pride ... and making the impossible possible. In just one month, there's so much to be excited about: a waterfront transformed, free viewing for all, a nightly live stream, positive economic impact (restaurants and businesses packed, special cruises happening weekly) — viral social inspiration, Instagram galleries, and stunning videos on www.Vimeo.com

Give by May 31st and get more in return...Everyone who donates to THE BAY LIGHTS now gets new monthly member benefits each month thanks to the generosity of our Business Activation Network partners! Donate today and receive 15% of Hornblower Yachts & Events through May 31st and a complimentary artMRKT Opening Night Party & Multi-Day Pass for May 16th–19th. It is an opportunity to donate $1-$2000 to support the THE BAY LIGHTS. For more information: http://thebaylights.org/light-a-night/

Carnaval - San Francisco

May 25-26th, 2013 Canaval is happening this year and we thank all the people who have stepped up to Volunteer, the City Of San Francisco, BRAVA! For more information about the sponsors, merchants, music, dance offered at the event: http://carnavalsanfrancisco.org/

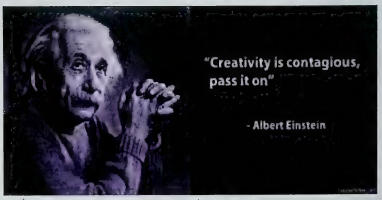
T.I. Kids Korner

OLD SCHOOL—NEW SCHOOL PARTY

Photos by: S. Parish

This space is available to publish our Island children's art pieces, poetry, creative writing pieces, or hand-made art..

- Please send in the original art by the 20th of each month. If you would like your child's art highlighted in our newsletter please contact the editor: Sparish@goodneighborsf.org



The Examiner
sfexaminer.com

Lennar loan deal with China bank falls apart, leaving San Francisco developments searching for money

By:**Chris Roberts** | 04/11/13 10:01 PM

S.F. Examiner Staff Writer | Follow On Twitter @Cbloggy

Negotiations between a Chinese state-run bank and a Miami-based homebuilder for a $1.7 billion loan to bankroll the biggest San Francisco redevelopment project in a lifetime have collapsed.

MIKE KOOZMIN/THE S.F. EXAMINER

Lennar is still planning on following through on its housing development at Hunters Point; the Treasure Island development's fate is unclear.

Lennar Urban has development rights to build more than 12,000 homes on former Navy installations at Hunters Point and Treasure Island, two of the biggest parcels of land open to development in The City in 50 years. The homebuilder had been in negotiations since last year with the China Development Bank to finance the construction.

Mayor Ed Lee — who this week returned from a trip to China that included meetings with key government and bank officials — confirmed reports Thursday that talks between Lennar and the bank have ended.

"I wish we could have gotten the funding done, and I'm going to continue to try and help Lennar to do that," said the mayor, who had acted as an intermediary between the two parties.

At least 200 homes are still expected to be built at Hunters Point — and soon. Construction is slated to begin sometime over "the next few months," according to a Lennar spokesman, who declined to be more specific and also would not identify the current investor.

Neither Lennar nor the Mayor's Office would comment on exactly what caused the deal to fall apart, though sources said there had been disagreements about how overseas investment would be taxed and how heavily involved Chinese construction companies would be in a China-financed deal.

Organized labor, which would have been guaranteed "hundreds" of jobs on the two construction sites under local-hire mandates, noted that Chinese capital is flowing into other development projects, such as 201 Folsom St., and that the domestic lending market has recovered since the financial crisis of 2008.

"We're keeping our fingers crossed and hope [Lennar executive and point man on the shipyard project] Kofi Bonner and Lennar can get a financing package together," said Michael Theriault,

a spokesman for the San Francisco Building Construction Trades Council. "Eventually it'll dawn on lenders that San Francisco is a perfectly viable market."

More than homes and jobs would benefit from the project being financed. Lennar has promised a host of community benefits — including $10 million to build schools, a $3.5 million scholarship fund, funding for parks, an African market and more — for the working-class Bayview-Hunters Point area in exchange for redevelopment rights at the former shipyard, which closed in 1976.

Whether or not Chinese capital eventually funds the Lennar ventures, China is poised to remain a key player in California.

Gov. Jerry Brown, who's on a trade mission this week to China with representatives from 75 American companies, announced on Wednesday $1.5 billion in funding from a Beijing-based investment firm called Zarsion Holdings Group to redevelop the Oakland waterfront near Jack London Square. And on Thursday, the governor met with Premier Li Keqiang in Beijing.

China and California have entered a "new period ... of mutual trust and mutual benefit," said Li, who urged more U.S. states to follow California's lead and establish closer business ties.

U.S.-China trade topped $536 billion in 2012, according to the U.S. Census Bureau.

croberts@sfexaminer.com

URL: http://www.sfexaminer.com/local/development/2013/04/lennar-loan-deal-china-bank-falls-apart-leaving-san-francisco-developments

S.F.-China development deal falls apart

Phillip Matier And Andrew Ross
Updated 10:52 pm, Thursday, April 11, 2013

A $1.7 billion deal between Lennar Corp. and a pair of Chinese government entities to construct 12,500 homes on the former Hunters Point Naval Shipyard in San Francisco and a string of high-rises on Treasure Island has collapsed.

Sources familiar with the deal - an effort more than a year in the making and involving the China Development Bank and Chinese Railway Construction Corp. - tell us it fell apart largely over demands by the Chinese for more control over the developments than Lennar was willing to give.

Word of the deal's collapse came Thursday, just after Mayor **Ed Lee** returned from a weeklong trip to China.

He had been hoping to trumpet news that Lennar and the Chinese had reached final terms on the landmark agreement. Instead, he got to answer questions about whether the two biggest development projects on the boards in San Francisco were DOA.

The timing was especially ugly, coming just a day after Gov. **Jerry Brown,** on his own trade mission to Beijing, announced a $1.5 billion deal with a different Chinese outfit to build a big residential project in Oakland.

"I had wished we could get the funding done, and I'm going to continue to try and help Lennar do it," Lee said, suggesting San Francisco's hot real estate market was ready to attract more domestic investment.

Lennar had secured a tentative agreement from the Chinese late last year to finance thousands of new homes and offices at the former naval shipyard, Candlestick Point and Treasure Island. Construction was set to start as early as the end of this year.

Lee said he was not privy to all the discussions between Lennar and the Chinese that led to their deal collapsing. But sources inside and outside City Hall privately tell us both sides had been uncomfortable with how the talks were proceeding.

Seeking better returns

For starters, under Beijing's recently installed new leadership, the Chinese continually sought assurances of a better return on their investment. That meant that if certain performance measures weren't met, they could take greater control of the project.

"They kept moving the goalpost," said one source, who declined to speak for the record.

The locals also had their doubts - not about the Chinese bank's financing, but about using Chinese Railway Construction Corp. as the general contractor, because the company wasn't familiar with San Francisco's local hiring requirements.

Add it all up, sources say, and it was simply time for Lennar to look elsewhere for financing.

"The housing market in San Francisco is hot, hot, hot, and moving with speed is incredibly important these days," said one source outside City Hall. "And waiting around for the Chinese central government to act probably is not the best way to capture a free-enterprise market."

Despite the deal's collapse, Lennar is still planning to begin construction on at least 200 homes at the Hunters Point shipyard this summer using a San Francisco-based contractor.

However, it wasn't immediately clear what the absence of deep Chinese pockets will mean for the rest of the shipyard project or for the development on Treasure Island, where Lennar hopes to build several 30- to 40-story residential towers.

Lennar's plan

Lennar issued a brief statement late Thursday, saying only that it is "continuing to move forward with development of Hunters Point shipyard" and that "lenders continue to have significant interest in financing the shipyard and Treasure Island, which they believe are extremely attractive projects."

As for the Chinese?

Well, they aren't talking. But it's worth noting that within the past couple of days, reports have appeared saying the longtime chairman of the China Development Bank, **Chen Yuan** - who only two months ago was reconfirmed by the new government - is being replaced.

Phillip Matier and Andrew Ross are San Francisco Chronicle columnists. Matier can be seen on the KPIX-TV morning and evening news. He can also be heard on KCBS radio Monday through Friday at 7:50 a.m. and 5:50 p.m. Got a tip? Call (415) 777-8815, or e-mail matierandross@sfchronicle.com.

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Treasure Island Soil Tests Find Nuclear Byproduct in Future Development Site

Friday, Apr 12, 2013 | Updated 6:14 AM PDT
By Matt Smith and Katharine Mieszkowski

Land slated for development on Treasure Island contains elevated concentrations of cesium-137, a byproduct of nuclear fission associated with an increased risk of cancer, according to an independent analysis commissioned by the Center for Investigative Reporting.

The findings, discovered through soil samples gathered by reporters and tested by two independent certified laboratories, appear to undermine some past statements by the U.S. Navy about the land's historic uses and the present condition of the island.

Results show cesium-137 levels up to three times that previously acknowledged by the Navy and at least 60 percent higher than the Navy's own thresholds for environmental safety.

"The questions raised by your testing should be fully vetted by the Navy," said Gary Butner, former chief of the radiologic health branch at the California Department of Public Health, who was a state watchdog for the Treasure Island cleanup until he retired in 2011. "I just don't have a sense there's a strong commitment to go and (clean) the site. They just don't want to spend any money there."

Exposure to cesium-137 "can result in cancer risks much higher than typical environmental exposures," according to the federal Environmental Protection Agency.

The concentrations discovered by CIR do not necessarily confirm a health hazard, according to Jan Beyea, a prominent nuclear physicist specializing in the health effects of low-level radiation. They are no greater than common contamination worldwide from 20th-century nuclear fallout.

But, Beyea said, the unexpected finding should prompt a more thorough evaluation of the island for potentially hotter spots.

"The fact that there is a level above standards is a clear mandate for further study and assessment of the extent of contamination and its origin," Beyea wrote in an email, adding that more systematic testing is particularly important given that public play areas are planned nearby.

"Building a playfield is not an appropriate plan at this time," he wrote, "given the tendency for little children to put things in their mouths."

CIR shared the test results with the Navy, City of San Francisco, and state Departments of Public Health and Toxic Substances Control, requesting interviews with experts involved in the Treasure Island cleanup. All four responded with statements.

The Navy said the test results did not warrant action.

"Such limited data taken out of context doesn't provide much value in determining site conditions or making programmatic decisions," wrote Keith Forman, the Navy's Treasure Island cleanup coordinator.

Michael Tymoff, San Francisco Mayor Ed Lee's Treasure Island development director, said CIR's findings provide no reason for the city to take action.

"The city has no basis to comment on the validity or accuracy of the tests," he said.

The Department of Public Health said it "does not comment on research conducted by others."

However, the Department of Toxic Substances Control, which oversees the Navy cleanup, said in a statement that it had to review the findings and would work with the Public Health Department "to determine what it means and where we go from here."

Butner and other state radiation specialists have for years complained in emails, reports and memos that the Navy has been reluctant to test for fission byproducts such as cesium-137 – despite a Cold War history suggesting the possibility of such contamination.

Instead, the Navy has focused on radium-226, used for glow-in-the-dark ship deck markers and gauges commonly discarded at military bases during the mid-20thcentury.

The distinction is significant: If Treasure Island were contaminated only with radium, that would be consistent with the former base's public face as a way station and barracks for sailors on their way to the Pacific. Potential contamination by fission byproducts such as cesium-137, however, points to possible aftereffects of Treasure Island's more guarded history: host to radioactive ships from Bikini Atoll atomic tests and a major education center training personnel for nuclear war.

Butner said the Navy's didn't look for all the waste that might have been left behind during the base's Cold War years.

"Instead of going out and surveying the ground for everything, they said, 'OK, this is what we're looking for, and we're not looking for cesium, for thorium," he said. "The federal government's motivation is to keep moving forward and not ask many questions."

Cold War legacy

The CIR-commissioned findings bolster criticisms, contained in hundreds of pages of internal emails and memos from specialists at the state Public Health Department, that accuse the Navy of failing to adequately inspect Treasure Island for radioactive waste and of perhaps minimizing its Cold War legacy to more swiftly sell off the former base.

The Navy repeatedly has rebuffed health officials' demands that Treasure Island be thoroughly vetted for radioactive contamination – a multimillion-dollar job – before it is made available for a planned high-rise development.

The Navy stands to receive more than $100 million from San Francisco for the base, provided the military performs a satisfactory cleanup of chemical and radioactive waste.
Until the early 1990s, the Navy operated atomic warfare training academies on Treasure Island, using instruction materials and devices that included radioactive plutonium, cesium, tritium, cadmium, strontium, krypton and cobalt. These supplies were stored at various locations around the former base, including supply depots, classrooms and vaults, and in and around a mocked-up atomic warfare training ship – the USS Pandemonium.
CIR's samples were taken from under a palm tree 50 feet from a classroom building where cesium-137 was kept, according to military archives. A 1974 radiation safety audit identified cesium samples used and stored there with radioactivity several times the amount necessary to injure or kill someone who mishandled them. In 1993, shipping manifests from the same building showed even greater amounts of cesium-137 taken away from the same site that year.
Minute amounts of cesium-137 can contaminate broad areas. When a Spanish steel mill in 1998 accidentally incinerated an amount less than that stored in the Treasure Island classroom building, the smoke plume deposited detectable radioactive material hundreds of miles away.
The concentrations found in the CIR-commissioned tests represented mere trillionths of the quantities once stored nearby. It's exposure to low-level radioactive contamination, however, that researchers have linked to cancer risk.
Classroom materials aren't the only potential source of the Treasure Island cesium-137 contamination, either. Treasure Island ran a salvage and repair operation during the Cold War years when the West Coast was crowded with ships crippled and made radioactive from atomic tests, according to documents in military archives.
The base was opened for civilian use in 1996, including the leasing of former military housing to 2,000 civilians. Then in 2011, San Francisco approved plans for a 20,000-resident redevelopment project, estimated to cost $1.5 billion.
Lee, the city's mayor, traveled to China last week to try to consummate a deal for China to loan $1.7 billion to Lennar Corp. for development at Treasure Island and the former Hunters Point Naval Shipyard. News reports Thursday said the deal fell through after the Chinese government insisted on greater control over the project.
At Hunters Point, the Navy long denied the presence of significant radioactive contamination. But in 2001, journalist Lisa Davis of SF Weeklyreported that radioactive material had been mishandled during 1940s and 1950s decontamination operations and during experiments at the former base's Naval Radiological Defense Laboratory. Congressional leaders eventually pressed for a full cleanup, delaying development plans there.

Testing the soil

Critics maintain that Treasure Island's radioactive cleanup would have been completed long ago had the Navy fully acknowledged potential contamination when testing began in 2007.
As recently as March, state public health workers were unearthing new radiological contamination on Treasure Island. A crew spent about 5½ days checking for radioactivity in publically accessible areas, backyards and front yards in a section of the island where residents live.
They found five locations with elevated radiation levels, according to Gonzalo Perez, chief of the department's radiologic health branch.
One of the buildings on the parcel surveyed by CIR was identified in a 2012 Navy historical study as potentially contaminated with cesium. But the Navy argued in internal reports to state regulators that there was no cause for concern.
The Navy told state regulators in a June memo that "not one soil sample collected from Treasure Island" had worrisome concentrations of cesium-137.
CIR's new findings, based on surveys with sensitive radiation detection equipment followed up with soil sample tests at two radiation laboratories, throw into question those assertions.
Soil tests by Eberline Services showed cesium-137 contamination of 0.180 picocuries per gram. Tests of the same samples by New World Environmental, a former Treasure Island cleanup subcontractor, showed higher levels: up to 0.315 picocuries per gram. A picocurie, or one-trillionth of a curie, is a standard measure of the intensity of radioactivity in a sample of material. The differences between the two labs' results are within the statistical uncertainty inherent in testing low-level radiation.
Last April, the Navy reported that it had conducted 200 soil tests and that the greatest concentration of cesium-137 it had found on Treasure Island was 0.104 picocuries per gram.
Both of the CIR-commissioned lab results also exceeded the Navy's threshold for releasing land for development at Treasure Island: 0.113 picocuries per gram.
The Navy first established that threshold while cleaning up its property at Hunters Point. That level is at the low end of average global fallout contamination, meaning that Hunters Point, cleaned up to those established levels, actually is less radioactive than much of the San Francisco Bay Area.
The site of the cesium-137 contamination found by CIR is now a grassy lot frequently traversed by teenagers. Development plans call for construction of an apartment complex called Eastside Commons, wetlands, ballfields, tennis courts and grassy play areas on the surrounding land. Five years ago, the Navy and state regulators declared the classroom buildings there to be noncontaminated, clearing them for future development.
Concerns about the Navy's work detecting and cleaning up radioactive waste on the island have been festering since 2006. A Navy historical analysis that year suggested there was little to indicate the former base contained significant radioactive waste.

The next year, New World Environmental was hired as a subcontractor to survey the island and found significant radioactive contamination in areas where it shouldn't have been. One worker received such a high dose of radiation that he was removed from the job. That worker, Robert McLean, was not surprised by CIR's findings.

"Until you find it, they don't admit that it is there," he said.

This story was edited by Amy Pyle and copy edited by Nikki Frick and Christine Lee.

The independent, nonprofit Center for Investigative Reporting is the country's largest investigative reporting team. For more, visit www.cironline.org. The reporters can be reached at msmith@cironline.org and kmieszkowski@cironline.org.

Top of Form
Bottom of Form

FW: RESPONSE TO MATT SMITH 'S QUESTIONS

04/09/2013 05:36 PM

To: Michael.Tymoff

This message has been forwarded.

Michael,

I have no problem sharing this with you as something you can keep for your records. Here's what I sent:

Matt,

Unfortunately, drawing conclusions from only 7 samples taken with unknown quality assurance/quality control procedures is not possible. Such limited data taken out of context doesn't provide much value in determining site conditions or making programmatic decisions. For data to be truly representative and meaningful, strict protocols must be in place to ensure accurate results that are reproducible. In the absence of this, it is difficult to provide comments.

You quote the TI study in which over 200 soil samples were taken by the Navy with an upward range of 0.224 pCi/g (quoted as 0.104 +/- 0.12 pCi/g) for cesium-137. The larger context is that cesium-137 is ubiquitous due to atmospheric fallout; EPA studies cite a range of 0.1 - 3.5 pCi/g worldwide with a global background average of 0.7 pCi/g. Within this context, the limited data you have presented for our review (including an upper value for one sample of 0.315 pCi/g) is not significant. Over the decades, atmospheric fallout has led to preferential settling of soil deposits (usually in the low points of channels or drains). It is in these low points that elevated levels of cesium 137 can potentially be discovered; without knowing the locations or the spatial distribution of your sampling points, no further conclusions can be drawn from the limited data sheets you have provided.

Further, environmental site conditions and conceptual site models are not governed by single data points. Without a review of your work plan, including your data sampling plan, the limited data is of undetermined value. For instance, if it is accurate that you analyzed the identical seven samples at two laboratories, then an initial concern would be the relatively large percentage difference between the two sets of results. When measuring soil samples for such minute quantities, quality assurance / quality control procedures are of primary importance and can easily disqualify laboratory results.

The Navy will not be available for an interview.

KF

Treasure Island
Woods, Steve (CDPH-PS-DFDRS-RHB)
04/16/2013 12:46 PM
To:
Michael.Tymoff
Cc:
"Perez, Gonzalo (CDPH-DFDRS)"
Hide Details
From: "Woods, Steve (CDPH-PS-DFDRS-RHB)" <Steve.Woods@cdph.ca.gov>
To: <Michael.Tymoff@sfgov.org>,
Cc: "Perez, Gonzalo (CDPH-DFDRS)" <Gonzalo.Perez@cdph.ca.gov>

Hi Michael,
Thanks for your call this morning and here's the information you requested.

Remaining building to be surveyed by CDPH:
1126E, 1230B and 1216D
All of these building had dogs in the back yard and no one was home.

CDPH Response to Matt Smith:
CDPH appreciates the opportunity to participate in an interview about soil samples that were taken on Treasure Island and the radiation levels of those samples. The department wants to know about any potential public health hazard on Treasure Island and believes that it is important for residents of the island to be informed of any potential concern. We must decline the opportunity for an interview to discuss the soil samples and the readings that you identified because department staff cannot confirm that the manner in which the samples were collected and analyzed is scientifically valid and uncompromised. CDPH does not comment on research conducted by others. If staff receives information that leads them to believe that additional sites on Treasure Island should be surveyed, those surveys will be conducted.

Let me know if you have any questions.

Stephen Woods, Chief
Division of Food, Drug and Radiation Safety
California Department of Public Health
(916) 440-7883

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FW: Treasure Island statement
Tsuji, Denise@DTSC
to:
michael.tymoff@sfgov.org
04/16/2013 02:46 PM
Hide Details
From: "Tsuji, Denise@DTSC" <Denise.Tsuji@dtsc.ca.gov>
To: "michael.tymoff@sfgov.org" <michael.tymoff@sfgov.org>,

Michael, The note below is from our public information office; the quote is what was provided to the media.

From: Nax, Sandy@DTSC
Sent: Tuesday, April 16, 2013 1:16 PM
To: Tsuji, Denise@DTSC
Subject: Treasure Island statement

Denise,

"We received the independent findings, but still have to review it. We will work with CDPH to determine what it means and where we go from here."

Sandy Nax
Office of Communications
Department of Toxic Substances Control (DTSC)
California Environmental Protection Agency
916-327-6114 (o)
916-708-4303 (cell)

You

Treasure Island, "The Magic City"

Monday, April 15, 2013, by Alex Bevk

*Welcome to Curbed's ongoing series titled **Hidden History**, where Curbed highlights a Bay Area location with a secret past. Maybe it's no longer there, maybe it's been converted into something else, but each spot holds a place in Bay Area history - even if not many people know it. Have a suggestion or know a place with a secret history? The tipline's always open or you can leave a comment after the jump.*

Treasure Island at night, 1938 [Photo: SAN FRANCISCO HISTORY CENTER, SAN FRANCISCO PUBLIC LIBRARY]

Last week we reported that Lennar's Treasure Island deal has fallen through now that it lost financial backing. Since things won't be changing there for a while, we thought we'd take a look back at **Treasure Island's glory days**, when it was the site of the 1939 Golden Gate International Exposition.

Dredging to create Treasure Island, 1936 [Photo: SAN FRANCISCO HISTORY CENTER, SAN FRANCISCO PUBLIC LIBRARY]

Prior to 1936, Treasure Island didn't even exist. It was initially planned as an airport for Pan American World Airways flying boats, but instead was created from fill dredged from the bay for The Golden Gate International Exposition. The fair ran from February 18, 1939 through November, and opened again from May through September 1940. The whole thing was a **planned celebration of recently constructed Golden Gate and San Francisco-Oakland Bay bridges**, but the "Pageant of the Pacific" focus was on all the countries and continents surrounding the Pacific. Following the Great Depression, the fair provided work for lots of architects, engineers, craftsmen, and artists who utilized Asian, Central American, and South Pacific imagery (including Diego Rivera's Pan American Unity mural). Arthur Brown, of City Hall and Coit Tower fame, designed some of the major buildings like the Tower of the Sun and the Court of Honor. The fair was lit at night, creating a illuminated island earning it the nickname of "the Magic City."

After the World's Fair, the site was planned to be used as an airport, but the US Navy offered to trade their Mills Field on the Peninsula as an airport site (now SFO) for ownership of the island. During World War II, it became a Navy military base serving as an electronics and radio communications training school and sailor port for surface ships and submarines. They built a training center for nuclear decontamination, with a **full-size mockup of a navy ship** dubbed the *USS Pandemonium*. The island was later used as shipboard fire fighting and damage control training.

Treasure Island Redevelopment Plan [Photo: Treasure Island Development Authority]

In 1996, Treasure Island (and the Presidio) were decommissioned and opened to public. Major development plans were hatched for the island, including 8,000 housing units, 140,000 square feet of new commercial and retail space, up to 100,000 square feet of new office space, adaptive reuse of 311,000 square feet of commercial, retail, and flex space, roughly 500 hotel rooms, new and upgraded public and community facilities, 300 acres of new parks and public spaces, waterside facilities for the Treasure Island Sailing Center, and a new Ferry Terminal. The city agreed to pay the Navy $55 million over 10 years for ownership of the island, plus a good $50 million after the project. **Who knows what will happen now**.

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SAN FRANCISCO BAY GUARDIAN ONLINE
Published on *San Francisco Bay Guardian* (http://www.sfbg.com)

Treasure Island: Is this the end?

By *tim*
Created *04/15/2013 - 1:42pm*

Is it glowing yet?

So Mayor Lee goes to China with plans to celebrate the signing of a deal that would bring $1.7 billion in Chinese investment into the lagging Treasure Island redevelopment project, and instead the whole thing falls apart [1]. Not good for the cross-Bay rivalry: Gov. Brown, a former mayor of Oakland, landed $1.8 billion in Chinese money for his city's big project, while Lee lost out.

But there's a bigger problem. It's hard to see how anyone would want to invest in Treasure Island right now, when:

The island is sinking,

The Bay is rising,

There's only one way on or off the island, and it's already so crowded that a modest event like the Treasure Island Flea Market ties up traffic in both directions for hours, and

The place is radioactive [2].

Matt Smith and Katherine Mieszkowski of the Bay Citizen did what the Navy and the city of San Francisco refused to do. They went out with a couple of red buckets, dug up some

soil and had it tested for Cesium-137. Bingo: The place suffers from far worse contamination that anyone was letting on. And there might be even more:

> Until the early 1990s, the Navy operated atomic warfare training academies on Treasure Island, using instruction materials and devices that included radioactive plutonium, cesium, tritium, cadmium, strontium, krypton and cobalt. These supplies were stored at various locations around the former base, including supply depots, classrooms and vaults, and in and around a mocked-up atomic warfare training ship – the USS Pandemonium. CIR's samples were taken from under a palm tree 50 feet from a classroom building where cesium-137 was kept, according to military archives. A 1974 radiation safety audit identified cesium samples used and stored there with radioactivity several times the amount necessary to injure or kill someone who mishandled them. In 1993, shipping manifests from the same building showed even greater amounts of cesium-137 taken away from the same site that year.

Now some experts say that development plans need to be put on hold while the entire place is checked out more carefully:

> "The fact that there is a level above standards is a clear mandate for further study and assessment of the extent of contamination and its origin," Beyea wrote in an email, adding that more systematic testing is particularly important given that public play areas are planned nearby. "Building a playfield is not an appropriate plan at this time," he wrote, "given the tendency for little children to put things in their mouths."

Would you loan a couple billion dollars for a development project on that site?

In theory, of course, the Navy is responsible for the cleanup. In practice? Good luck with that. The Pentagon is blaming the sequester for forced budget cuts in everything including the Blue Angels [3]; you think anyone's going to write a very big check any time soon for a very complex environmental clean-up job on an artificial island that will soon be underwater?

I used to think the best thing to do with Treasure Island was to leave as much open space as possible for soccer and baseball fields, then slowly let it sink back into the Bay. Now apparently it's a bad idea even to have kids playing there.

And what about the people who already have moved into housing at TI? Anyone going to test their soil?

Anyone want to take bets on whether anything much is ever going to be built there?

Environment Lennar Mayor Ed Lee Radioactive Waste Treasure Island Tim Redmond

Source URL: http://www.sfbg.com/politics/2013/04/15/treasure-island-end

Links:
[1] http://blog.sfgate.com/matierandross/2013/04/11/chinese-deals-for-hunters-point-ti-collapse/
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[3] http://www.sfbg.com/politics/2013/04/09/blue-angels-grounding-victory-sanity-safety-and-peace

CHINA 中国日报

Massive SF-China housing deal sinks

Updated: 2013-04-16 12:35

By Chen Jia in San Francisco (China Daily)

The $1.7 billion deal between one of the biggest homebuilders in the United States, China Development Bank and Chinese Railway Construction Corp to build nearly 12,500 homes in San Francisco has fallen apart.

Sources familiar with the deal to build housing on the former Hunters Point Naval Shipyard in San Francisco said the deal collapsed because the Chinese partners were asking for more control over the developments than Lennar Corp expected.

"We are continuing to move forward with development of Hunters Point Shipyard and are expecting to start home construction this summer. At the same time, lenders continue to have significant interest in financing the shipyard and Treasure Island, which they believe are extremely attractive projects," a Lennar spokesman said Monday.

Both the Chinese bank and the rail company have yet to comment. China Development Bank on Monday named Hu Huaibang, former chairman of the Bank of Communications, as its new chairman.

The fallout came after recent announcements of development collaborations between California and China. In February, Tishman Speyer Properties LP, owner of New York's Rockefeller Center, and China Vanke Co Ltd announced a deal to develop luxury condominiums in the South of Market neighborhood of San Francisco.

And state Governor Jerry Brown, on a trade mission to Beijing, announced last week a $1.5 billion deal with a different Chinese partner to build a massive residential project near Oakland's Jack London Square.

> **"Doing a transaction of this size is difficult when all the parties are in one country let alone in two countries who have not had a history of completing real estate transactions as complicated as Hunters Point and Treasure Island."**
>
> SKIP WHITNEY
> A PARTNER AT WEST COAST COMMERCIAL REAL ESTATE FIRM KIDDER MATHEWS

Negotiations over the $1.7 billion deal began and proceeded when Chen Yuan, now vice-chairman of China's top political advisory body, served as chairman of China Development Bank. San Francisco Mayor Ed Lee had kept a positive attitude about the deal before his recent China trip and said the city was trying to wrap up the final details with its Chinese partners up until early last week.

"We are trying to get them used to working with American processes and labor. I'm sure it's as challenging for them as it is for us, but I think we had a good talk," he said before his trip.

But the deal was dead last Thursday, just after Lee returned from his one-week travels in China. Sources said Lee did mention the importance of the deal when he met with high-level Chinese officials, though Lee was not aware of the finer details in negotiations.

This isn't the first time that negotiations to develop the former US naval base have collapsed. Conversations from both sites have been delayed for years by the lack of a private lender, though the San Francisco city government committed hundreds of millions of dollars in bond financing.

Another major factor might give other developers and investors cold feet about developing on the shipyard.

"Levels of a nuclear byproduct on Treasure Island are up to three times higher than the Navy had previously disclosed," according to a report commissioned by the Berkeley-based Center for Investigative Reporting. "High levels of cesium-137, a byproduct of nuclear fission that has been linked to cancer, were found in soil samples collected by Bay Citizen reporters."

Sources said Lennar will still open its doors to other potential partners, including Chinese investors.

"Doing a transaction of this size is difficult when all the parties are in one country let alone in two countries who have not had a history of completing real estate transactions as complicated as Hunters Point and Treasure Island," said Skip Whitney, a partner at West Coast commercial real estate firm Kidder Mathews. "I am in hopes that Americans will not be discouraged about doing business with China and more Chinese investors will look to invest in San Francisco and the Bay Area."

Chang Jun contributed to this story.

chenjia@chinadailyusa.com

(China Daily 04/16/2013 page13)

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Novices to bay sports get their feet wet

Erin Allday
Updated 7:55 pm, Saturday, April 27, 2013

Twenty years living in the Bay Area, and Hen You Tan had never once been out on the crisp, bracingly cold waters of San Francisco Bay.

On Saturday, he put his life in the hands of his 10-year-old daughter, Sydnee. The two of them drove from San Mateo to the Treasure Island Sailing Center, where volunteers were offering free sailboat tours, paddleboard lessons and other water adventures. Tan and Sydnee took out a kayak, and she ended up doing most of the work.

"At first, it was scary and wobbly. Later I learned how to paddle," Sydnee said with a grin.

Tan beamed at her, although he seemed rather pleased to be back on land again.

About 600 people, mostly Bay Area families, were expected to turn out for the sailing center's opening day celebration Saturday. The official start of San Francisco's boating season is Sunday, and festivities include a noon parade with more than 100 historic vessels along the waterfront from Crissy Field to Pier 39.

The Treasure Island Sailing Center, a nonprofit that was formed in 1999, holds its low-key event the day before the big kickoff to encourage non-sailors to explore the bay waters, which can be intimidating and seem inaccessible.

The center had three 18-foot dinghies available for short sailing tours, plus nine kayaks and eight stand-up paddleboards. A line of 50 or so people had already formed before the event started at 11 a.m., and an hour later, the bay waters south of Treasure Island were dotted with the center's colorful vessels.

"Sailing season in the Bay Area is year-round, but this is our big kickoff," said Kevin Berry, managing director of the sailing center.

The America's Cup has brought more interest and energy to the local sailing community in the past year, he added. But the Treasure Island Sailing Center and groups like it still make it a priority to convince the average Bay Area resident that getting out on the water is not just for the wealthy yacht-club set, he said.

"We were started by a group of people who loved sailing, but they wanted to make it something that felt open to the public," Berry said. "We really just want to get people out there and having fun."

The plan seemed to be working Saturday. Parents with small children - including babies not even able to walk yet, stuffed into lifejackets - lined up for the dinghies, and a cluster of middle-school girls waited for their turn on the paddleboards.

Michelle Renee of Alameda won't go near the water herself because she's afraid of it. She was volunteering on Saturday because her two sons have enjoyed the center's sailing programs so much.

"I can't even get my face wet," Renee, 34, said. "But my kids love the experience of being out on the water."

One brave woman drove up from Fresno on Saturday morning to take her daughter, nephew and four nieces - ages 6 to 14 - to the opening day celebrations. It was 90 degrees in Fresno, she pointed out, and much cooler out on the bay. Plus all of the activities were free.

"It's been such a great experience already," said Ane Fakava, 41, shortly after she and her brood returned from a kayak trip. Later, they planned to try out both the paddleboards and the sailboats.

"None of these kids has been on a kayak before, or paddleboards. Some of them haven't sailed," she said. "Hopefully they'll like it and now they'll have something they want to keep doing."

Erin Allday is a San Francisco Chronicle staff writer. E-mail: eallday@sfchronicle.com

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AGENDA ITEM 6b
Treasure Island Development Authority
City and County of San Francisco
Meeting of May 8, 2013

Subject: Resolution Authorizing the Fifth Amendment to the Treasure Island Fire Fighting Training Center Master Lease between the Authority and the United States Navy to Extend the Term (*Action Item*)

Contact Mirian Saez, Director of Island Operations
Phone (415) 274-0660

BACKGROUND

On December 19, 1997 the Treasure Island Development Authority ("Authority") entered into Lease Number N6247498RP00P22 with the United States Navy (as amended from time to time, the "Fire Fighting Training Center Master Lease"). The lease premises include land and structures utilized by the San Francisco Fire Department as a Fire Training Facility. The Authority does not pay any Base Rent under the Fire Fighting Training Center Master Lease.

The term of the Fire Training Center Master Lease will expire November 30, 2013. The proposed Fifth Amendment extends the term through November 30, 2014 on the same terms and conditions as the existing Fire Training Center Master Lease. The enabling California State Legislation and the Authority's Bylaws require that subsequent to Authority Board approval, this Fifth Amendment is subject to approval by the San Francisco Board of Supervisors as it is an agreement with a term of 10 years or longer.

FINANCIAL IMPACT

There is no financial impact on the budget for the Treasure Island Development Authority.

RECOMMENDATION

Project Staff recommends approval of the Fifth Amendment to the Fire Training Center Master Lease Agreement N6247498RP00P22 to extend the term for the period commencing on December 1, 2013 and expiring on November 30, 2014.

Prepared by Peter Summerville
for Mirian Saez, Director Island Operations

FIFTH AMENDMENT
TO LEASE AGREEMENT N6247498RP00P22
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY

THIS LEASE AMENDMENT made this _____ day of_____2013, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the "Government", and the TREASURE ISLAND DEVELOPMENT AUTHORITY, hereinafter called the "Lessee";

WHEREAS, the parties hereto, as of 19 December 1997, entered into Lease Agreement N6247498RP00P22 under the terms of which the Lessee uses certain real property for space located at the former Naval Station, Treasure Island; and

WHEREAS, the parties agree to amend the terms of the Lease Agreement.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth; the following paragraphs to Lease N6247498RP00P22 are hereby amended to reflect the following changes;

1. Paragraph 2 TERM, delete in its entirety and the following paragraph is inserted therefore:

"The term of this Lease shall be for a period of one (1) year beginning on 1 December 2013 and ending on 30 November 2014, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination."

All other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth above duly executed this amendment to the Lease as of the day and year first above written.

UNITED STATES OF AMERICA

_____

Title_____

TREASURE ISLAND DEVELOPMENT AUTHORITY

_____

Title_____

APPROVED AS TO FORM:

_____
CITY ATTORNEY

[Amendment to Navy Fire Fighting Training Center Master Lease N6247498RP00P22]

RESOLUTION AUTHORIZING THE FIFTH AMENDMENT TO THE TREASURE ISLAND FIRE FIGHTING TRAINING CENTER MASTER LEASE BETWEEN THE AUTHORITY AND THE UNITED STATES NAVY TO EXTEND THE TERM

WHEREAS, The Treasure Island Development Authority ("Authority") and the United States of America, acting by and through the Department of the Navy (the "Navy"), entered into a master lease dated December 19, 1997, for the Authority to use certain land and buildings in certain areas of Treasure Island (as amended from time to time, the "Fire Fighting Training Center Master Lease") at no rent; and,

WHEREAS, The Fire Fighting Training Center Master Lease enables the Authority to utilize the master leased area for interim uses; and,

WHEREAS, The term of the Fire Fighting Training Center Master Lease expires on November 30, 2013; and,

WHEREAS, The Authority wishes to extend the term of such lease for a period of one (1) year beginning on December 1, 2013 and ending on November 30, 2014, unless sooner terminated in accordance with the terms and conditions of the Master Lease; and,

WHEREAS, The Navy concurs with such extension; Now, Therefore, Be It

RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into an amendment to the Fire Fighting Training Center Master Lease in substantially the form attached hereto as Exhibit A, subject to Board of Supervisors approval of the amendment as required under the Authority's Bylaws; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the amendment that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the

obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the amendment, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 8, 2013.

_____

Larry Del Carlo, Secretary

AGENDA ITEM 6c
Treasure Island Development Authority
City and County of San Francisco
Meeting of May 8, 2013

Subject: Resolution Authorizing the Twenty Ninth Amendment to the Treasure Island South Waterfront Master Lease between the Authority and the United States Navy to Extend the Term (Action Item)

Contact: Mirian Saez, Director of Island Operations
Phone: (415) 274-0660

BACKGROUND

On September 4, 1998, the Treasure Island Development Authority (the "Authority") entered into Lease Number N6247498RP00P99 with the United States Navy (the "South Waterfront Master Lease"). The lease premises includes certain land and structures on former Naval Station Treasure Island, including the Administration Building, Building 180, a portion of which is currently subleased to Sol Rouge/Winery SF, Hangar 2 which is currently subleased to Island Creative Management, and Hangar 3 which is used for Special Events and Film Production. The Authority does not pay any Base Rent under the Master Lease.

The term of the Master Lease will expire on November 30, 2013. This Amendment will extend the term to November 30, 2014 on the same terms and conditions as the existing Master Lease. The enabling California State Legislation and the Authority's Bylaws require that subsequent to Authority Board approval, this Twenty Ninth Amendment is subject to approval by the San Francisco Board of Supervisors as it is an agreement with a term of 10 years or longer.

FINANCIAL IMPACT

There will be no financial impact on the budget for the Treasure Island Development Authority.

RECOMMENDATION

Project Staff recommends approval of the Twenty Ninth Amendment to the South Waterfront Master Lease Agreement N6247498RP00P99 to extend the term commencing December 1, 2013 and expiring on November 30, 2014.

Prepared by Peter Summerville
for Mirian Saez, Director Island Operations

TWENTY NINTH AMENDMENT
TO LEASE AGREEMENT N6247498RP00P99
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY

THIS LEASE AMENDMENT made this _____day of_____2013, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the "Government", and the TREASURE ISLAND DEVELOPMENT AUTHORITY, hereinafter called the "Lessee";

WHEREAS, the parties hereto, as of 4 September 1998, entered into Lease Agreement N6247498RP00P99 under the terms of which the Lessee uses certain real property for space located at the former Naval Station, Treasure Island; and

WHEREAS, the parties agree to amend the terms of the Lease Agreement.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth; the following paragraphs to Lease N6247498RP00P99 are hereby amended to reflect the following changes;

1. Paragraph 2 TERM, delete in its entirety and the following paragraph is inserted therefore:

"The term of this Lease shall be for a period of one (1) year beginning on 1 December 2013 and ending on 30 November 2014, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination."

All other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth above duly executed this amendment to the Lease as of the day and year first above written.

UNITED STATES OF AMERICA	TREASURE ISLAND DEVELOPMENT AUTHORITY
_____	_____
Title_____	Title_____

APPROVED AS TO FORM:

_____
CITY ATTORNEY

[Amendment to Navy Master Lease N6247498RP00P99]

RESOLUTION AUTHORIZING THE TWENTY NINTH AMENDMENT TO THE TREASURE ISLAND SOUTH WATERFRONT MASTER LEASE BETWEEN THE AUTHORITY AND THE UNITED STATES NAVY TO EXTEND THE TERM

WHEREAS, The Treasure Island Development Authority ("Authority") and the United States of America, acting by and through the Department of the Navy (the "Navy"), entered into a master lease dated September 4, 1998, for the Authority to use and rent out certain land and buildings in certain areas of Treasure Island (the "South Waterfront Master Lease") at no rent; and,

WHEREAS, The South Waterfront Master Lease enables the Authority to sublease portions of the master leased area for interim uses and generate revenues to support the interim uses and the future redevelopment of the former Naval Station Treasure Island; and,

WHEREAS, The term of the South Waterfront Master Lease expires on November 30, 2013; and,

WHEREAS, The Authority wishes to extend the term of such lease for a period of one (1) year beginning on December 1, 2013 and ending on November 30, 2014, unless sooner terminated in accordance with the terms and conditions of the Master Lease; and,

WHEREAS, The Navy concurs with such extension; Now, Therefore, Be It

RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into an amendment to the South Waterfront Master Lease in substantially the form attached hereto as Exhibit A, and be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the amendment that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the

obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the amendment, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 8, 2013

_____

Larry Del Carlo, Secretary

AGENDA ITEM 6 (d)
Treasure Island Development Authority
City and County of San Francisco
Meeting of May 8, 2013

Subject: Resolution Authorizing the Seventeenth Amendment to the Treasure Island Marina Master Lease between the Authority and the United States Navy to Extend the Term (Action Item)

Contact: Mirian Saez, Director of Island Operations
Phone: (415) 274-0660

BACKGROUND

On September 4, 1998, the Treasure Island Development Authority ("Authority") entered into Lease Number N6247498RP00Q01 with the United States Navy (as amended from time to time, the "Marina Master Lease"). The lease premises include certain land and buildings, including the Treasure Island Marina, the marina boat slips and the Treasure Island Yacht Club. The Authority does not pay any base rent under the Marina Master Lease.

The term of the Marina Master Lease will expire on November 30, 2013. The proposed Seventeenth Amendment will extend the term to November 30, 2014 on the same terms and conditions as the existing Marina Master Lease. The enabling California State Legislation (AB699) and Authority's Bylaws require that subsequent to Authority Board approval, this Seventeenth Amendment is subject to approval by the San Francisco Board of Supervisors as it is an agreement with a term of 10 years or longer.

FINANCIAL IMPACT

There will be no financial impact on the budget for the Treasure Island Development Authority.

RECOMMENDATION

Project Staff recommends approval of the Seventeenth Amendment to Marina Master Lease Agreement N6247498RP00Q01 to extend the term for the period commencing December 1, 2013 and expiring on November 30, 2014.

Prepared by Peter Summerville
for Mirian Saez, Director Island Operations

SEVENTEENTH AMENDMENT
TO LEASE AGREEMENT N6247498RP00Q01
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY

THIS LEASE AMENDMENT made this _____day of_____2013, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the "Government", and the TREASURE ISLAND DEVELOPMENT AUTHORITY, hereinafter called the "Lessee";

WHEREAS, the parties hereto, as of 4 September 1998, entered into Lease Agreement N6247498RP00Q01 under the terms of which the Lessee uses certain real property for space located at the former Naval Station, Treasure Island; and

WHEREAS, the parties agree to amend the terms of the Lease Agreement.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth; the following paragraphs to Lease N6247498RP00Q01 are hereby amended to reflect the following changes;

1. Paragraph 2 TERM, delete in its entirety and the following paragraph is inserted therefore:

"The term of this Lease shall be for a period of one (1) year beginning on 1 December 2013 and ending on 30 November 2014, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination."

All other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth above duly executed this amendment to the Lease as of the day and year first above written.

UNITED STATES OF AMERICA	TREASURE ISLAND DEVELOPMENT AUTHORITY
_____	_____
Title_____	Title_____

APPROVED AS TO FORM:

_____
CITY ATTORNEY

[Amendment to Navy Treasure Island Marina Master Lease N6247498RP00Q01]

RESOLUTION AUTHORIZING THE SEVENTEENTH AMENDMENT TO THE TREASURE ISLAND MARINA MASTER LEASE BETWEEN THE AUTHORITY AND THE UNITED STATES NAVY TO EXTEND THE TERM.

WHEREAS, The Treasure Island Development Authority ("Authority") and the United States of America, acting by and through the Department of the Navy (the "Navy"), entered into a master lease dated September 4, 1998, for the Authority to use and rent out certain land and structures, the marina and marina boat slips in the marina area of Treasure Island (as amended from time to time, the "Treasure Island Marina Master Lease") at no rent; and,

WHEREAS, The Treasure Island Marina Master Lease enables the Authority to sublease portions of the master leased area for interim uses and generate revenues to support the interim uses and the future redevelopment of the former Naval Station Treasure Island; and,

WHEREAS, The term of the Treasure Island Marina Master Lease expires on November 30, 2013; and,

WHEREAS, The Authority wishes to extend the term of such lease from December 1, 2013 and ending on November 30, 2014, unless sooner terminated in accordance with the terms and conditions of the Treasure Island Marina Master Lease; and,

WHEREAS, The Navy concurs with such extension; Now, Therefore, Be It

RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into an amendment to the Treasure Island Marina Master Lease in

substantially the form attached hereto as Exhibit A, subject to the Board of Supervisors approval of the amendment as required under the Authority's Bylaws; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the amendment that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the amendment, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 8, 2013.

_____

Larry Del Carlo, Secretary

AGENDA ITEM 6e
Treasure Island Development Authority
City and County of San Francisco
Meeting of May 8, 2013

Subject: Resolution Authorizing the Thirty Eighth Amendment to the Treasure Island Land and Structures Master Lease between the Authority and the Navy to Extend the Term and to Add Additional Land to the Leased Premises (*Action Item*)

Contact Mirian Saez, Director of Island Operations
Phone (415) 274-0660

BACKGROUND

On November 19, 1998, the Treasure Island Development Authority (the "Authority") entered into Lease Agreement N6247499RP42P12 with the United States Navy (as amended from time to time, the "Land and Structures Master Lease"). The lease premises include certain buildings and grounds on former Naval Station Treasure Island, including land leased to San Francisco Little League and several facilities in the Authority's commercial leasing portfolio. The Authority does not pay any base rent under the Land and Structures Master Lease.

The term of the Land and Structures Master Lease will expire November 30, 2013. The proposed Thirty Eighth Amendment extends the term through November 30, 2014 on the same terms and conditions as the existing Land and Structures Master Lease. The proposed Thirty Eighth Amendment also amends the Leased Premises of the Land and Structures Master Lease to add to the Premises certain land and lots located throughout Treasure Island, and as more specifically shown on Exhibit A-14, as attached to the proposed Thirty Eighth Amendment. The enabling California State Legislation and the Authority's Bylaws require that subsequent to Authority Board approval, this Thirty Eighth Amendment is subject to approval by the San Francisco Board of Supervisors as it is an agreement with a term of 10 years or longer.

FINANCIAL IMPACT

There will be no financial impact on the budget for the Treasure Island Development Authority.

RECOMMENDATION

Project Staff recommends approval of the Thirty Eighth Amendment to the Land and Structures Master Lease Agreement N6247499RP42P12 to extend the term for the period commencing on December 1, 2013 and expiring on November 30, 2014, and to add additional land to the Leased Premesis.

Prepared by Peter Summerville
for Mirian Saez, Director Island Operations

THIRTY EIGHTH AMENDMENT
TO LEASE AGREEMENT N6247499RP42P12
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY

THIS LEASE AMENDMENT made this _____day of_____2013, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the "Government", and the TREASURE ISLAND DEVELOPMENT AUTHORITY, hereinafter called the "Lessee";

WHEREAS, the parties hereto, as of 19 November 1998, entered into Lease Agreement N6247499RP42P12 under the terms of which the Lessee uses certain real property for space located at the former Naval Station, Treasure Island; and

WHEREAS, the parties agree to amend the terms of the Lease Agreement.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth; the following paragraphs to Lease N6247499RP42P12 are hereby amended to reflect the following changes;

1. Paragraph 2 **TERM**, delete in its entirety and the following paragraph is inserted therefore:

"The term of this Lease shall be for a period of one (1) year beginning on 1 December 2013 and ending on 30 November 2014, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination."

2. Paragraph 1 **LEASED PREMISES**, add the following:

"Use of the open space surrounding Building 452 and Building 453 as shown as Item #1 on Exhibit A-14, attached hereto and made a part hereof. Building 452 and 453 is excluded from the Leased Premises."

"Use of Building 257, for the express purpose of demolition and pre-demolition activities, as shown as Item #2 on Exhibit A-14, attached hereto and made a part hereof."

"Use of lot underlying and surround Building 257 after demolition, as shown as Item #3 on Exhibit A-14, attached hereto and made a part hereof."

"Use of the lot surrounding Building 217, as shown as Item #4 on Exhibit A-14, attached hereto and made a part hereof. Building 217 is excluded from the Leased Premises."

"Use of the lot South of Building 330 and bordered by Avenue and 10th Street, as shown as Item #5 on Exhibit A-14, attached hereto and made a part hereof."

"Use of a portion of the lot bordered by 5th and Avenue N near Building 458, as shown as Item #6 on Exhibit A-14, attached hereto and made a part hereof."

"Use of a portion of the lot bordered by Bldg 293 and Avenue M and 5th Avenue, as shown as Item #7 on Exhibit A-14, attached hereto and made a part hereof."

"Use of lot east of the former Building 92 and west of Avenue M, located approximately between 3rd and 5th streets, as shown as Item #8 on Exhibit A-14, attached hereto and made a part hereof."

All other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth above duly executed this amendment to the Lease as of the day and year first above written.

UNITED STATES OF AMERICA	TREASURE ISLAND DEVELOPMENT AUTHORITY
_____	_____
Title_____	Title_____

APPROVED AS TO FORM:

_____
CITY ATTORNEY

[Amendment to Navy Land and Structures Lease Agreement N6247499RP42P12]

RESOLUTION AUTHORIZING THE THIRTY EIGHTH AMENDMENT TO THE TREASURE ISLAND LAND AND STRUCTURES MASTER LEASE BETWEEN THE AUTHORITY AND THE UNITED STATES NAVY TO EXTEND THE TERM AND TO ADD ADDITIONAL LAND TO THE LEASED PREMESIS.

WHEREAS, The Treasure Island Development Authority ("Authority") and the United States of America, acting by and through the Department of the Navy (the "Navy"), entered into a master lease dated November 19, 1998, for the Authority to use and rent out certain land and structures in certain areas of Treasure Island (as amended from time to time, the "Land and Structures Master Lease") at no rent; and,

WHEREAS, The Land and Structures Master Lease enables the Authority to sublease portions of the master leased area for interim uses and generate revenues to support the interim uses and the future redevelopment of the former Naval Station Treasure Island; and,

WHEREAS, The term of the Land and Structures Master Lease expires on November 30, 2013; and,

WHEREAS, The Authority wishes to extend the term of such lease for a period of one (1) year beginning on December 1, 2013 and ending on November 30, 2014, unless sooner terminated in accordance with the terms and conditions of the Master Lease; and,

WHEREAS, The Authority wishes to amend the Leased Premises to include additional structures, lots and open space located on Treasure Island; and

WHEREAS, The Navy concurs with such extension and such inclusion of additional structures, lots and open space to the Leased Premises as attached hereto as Exhibit A; Now, Therefore, Be It

RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into an amendment to the Land and Structures Master Lease in

substantially the form attached hereto as Exhibit B, subject to Board of Supervisors approval of the amendment as required under the Authority's Bylaws; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the amendment that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the amendment, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 8th, 2013

_____

Larry Del Carlo, Secretary

AGENDA ITEM 6 (f)
Treasure Island Development Authority
City and County of San Francisco
Meeting of May 8, 2013

Subject: Resolution Authorizing the Twenty Fifth Amendment to the Treasure Island Event Venues Master Lease between the Authority and the United States Navy to Extend the Term (Action Item)

Contact: Mirian Saez, Director of Island Operations
Phone: (415) 274-0660

BACKGROUND

On September 4, 1998, the Treasure Island Development Authority ("Authority") entered into lease agreement N6247498RP00Q03 with the United States Navy (the "Event Venues Master Lease") for certain land and structures on former Naval Station Treasure Island. The lease premise includes event venues managed by the Joint Venture between TIHDI, Toolworks and Wine Valley Catering, as well as the Treasure Island Great Lawn. The Authority does not pay any base rent under the Event Venues Master Lease.

The term of the Event Venues Master Lease will expire on November 30, 2013. The proposed Twenty Fifth Amendment will extend the term to November 30, 2014 on the same terms and conditions as the existing Event Venues Master Lease. The enabling California State Legislation (AB 699) and the Authority's Bylaws dictate that subsequent to Authority Board approval, this Twenty Fifth Amendment is subject to approval by the San Francisco Board of Supervisors as it is an agreement with a term of 10 years or longer.

FINANCIAL IMPACT

There will be no financial impact on the budget for the Treasure Island Development Authority.

RECOMMENDATION

Project Staff recommends approval of the Twenty Fifth Amendment to the Event Venues Master Lease Agreement N6247498RP00Q03 to extend the term for the period commencing December 1, 2013 and expiring on November 30, 2014.

Prepared by Peter Summerville
for Mirian Saez, Director Island Operations

TWENTY FIFTH AMENDMENT
TO LEASE AGREEMENT N6247498RP00Q03
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY

THIS LEASE AMENDMENT made this _____day of_____2013, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the "Government", and the TREASURE ISLAND DEVELOPMENT AUTHORITY, hereinafter called the "Lessee";

WHEREAS, the parties hereto, as of 4 September 1998, entered into Lease Agreement N6247498RP00Q03 under the terms of which the Lessee uses certain real property for space located at the former Naval Station, Treasure Island; and

WHEREAS, the parties agree to amend the terms of the Lease Agreement.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth; the following paragraphs to Lease N6247498RP00Q03 are hereby amended to reflect the following changes;

1. Paragraph 2 **TERM,** delete in its entirety and the following paragraph is inserted therefore:

"The term of this Lease shall be for a period of one (1) year beginning on 1 December 2013 and ending on 30 November 2014, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination."

All other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth above duly executed this amendment to the Lease as of the day and year first above written.

UNITED STATES OF AMERICA	TREASURE ISLAND DEVELOPMENT AUTHORITY
_____	_____
Title_____	Title_____

APPROVED AS TO FORM:

_____
CITY ATTORNEY

[Amendment to Navy Event Venues Master Lease N6247498RP00Q03]

RESOLUTION AUTHORIZING THE TWENTY FIFTH AMENDMENT TO THE TREASURE ISLAND EVENT VENUES MASTER LEASE BETWEEN THE AUTHORITY AND THE UNITED STATES NAVY TO EXTEND THE TERM.

WHEREAS, The Treasure Island Development Authority ("Authority") and the United States of America, acting by and through the Department of the Navy (the "Navy"), entered into a master lease dated September 4, 1998, for the Authority to use and sublease certain land and structures in the Event Venues area of Treasure Island (as amended from time to time, the "Event Venues Master Lease") at no rent; and,

WHEREAS, The Event Venues Master Lease enables the Authority to sublease portions of the master leased area for interim uses and generate revenues to support the interim uses and the future redevelopment of the former Naval Station Treasure Island; and,

WHEREAS, The term of the Event Venues Master Lease expires on November 30, 2013; and,

WHEREAS, The Authority wishes to extend the term of such lease for a term beginning on December 1, 2013 and ending on November 30, 2014, unless sooner terminated in accordance with the terms and conditions of the Event Venues Master Lease; and,

WHEREAS, The Navy concurs with such extension; Now, Therefore, Be It

RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into an amendment to the Event Venues Master Lease in substantially the form attached hereto as Exhibit A, subject to the Board of Supervisors approval of the amendment as required under the Authority's Bylaws; and be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the amendment that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the amendment, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 8, 2013.

_____

Larry Del Carlo, Secretary

AGENDA ITEM 6 (g)
Treasure Island Development Authority
City and County of San Francisco
Meeting of May 8, 2013

Subject: Resolution Authorizing the Ninth Amendment to the Treasure Island Childcare Center Master Lease between the Authority and the Navy to Extend the Term (Action Item)

Contact Mirian Saez, Director of Island Operations
Phone (415) 274-0660

BACKGROUND

On October 1, 2001, the Treasure Island Development Authority ("Authority") entered into Lease Number N6871102RP02P09 with the United States Navy (as amended from time to time, the "Childcare Master Lease"). The lease premises include land and structures that are subleased to an operator, currently Catholic Charities/CYO, for the purpose of operating a Childcare Center on Treasure Island. The Authority does not pay any Base Rent under the Childcare Master Lease.

The term of the Childcare Master Lease will expire on November 30, 2013. The proposed Ninth Amendment will extend the term to November 30, 2014 on the same terms and conditions as the existing Master Lease. The enabling California State Legislation and the Authority's Bylaws require that subsequent to Authority Board approval, this Ninth Amendment is subject to approval by the San Francisco Board of Supervisors as it is an agreement with a term of 10 years or longer.

FINANCIAL IMPACT

There will be no financial impact on the budget for the Treasure Island Development Authority.

RECOMMENDATION

Project Staff recommends approval of Ninth Amendment to the Childcare Center Master Lease Agreement N6871102RP02P09 to extend the term for the period commencing December 1, 2013 and expiring on November 30, 2014.

Prepared by Peter Summerville
for Mirian Saez, Director Island Operations

NINTH AMENDMENT
TO LEASE AGREEMENT N6871102RP02P09
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY

THIS LEASE AMENDMENT made this _____day of_____2013, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the "Government", and the TREASURE ISLAND DEVELOPMENT AUTHORITY, hereinafter called the "Lessee";

WHEREAS, the parties hereto, as of 1 October 2001, entered into Lease Agreement N6871102RP02P09 under the terms of which the Lessee uses certain real property for space located at the former Naval Station, Treasure Island; and

WHEREAS, the parties agree to amend the terms of the Lease Agreement.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth; the following paragraphs to Lease N6871102RP02P09 are hereby amended to reflect the following changes;

1. Paragraph 2 TERM, delete in its entirety and the following paragraph is inserted therefore:

"The term of this Lease shall be for a period of one (1) year beginning on 1 December 2013 and ending on 30 November 2014, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination"

All other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth above duly executed this amendment to the Lease as of the day and year first above written.

UNITED STATES OF AMERICA	TREASURE ISLAND DEVELOPMENT AUTHORITY
_____	_____
Title_____	Title_____

APPROVED AS TO FORM:

_____
CITY ATTORNEY

[Amendment to Navy Childcare Center Master Lease N6871102RP02P09]

RESOLUTION AUTHORIZING THE NINTH AMENDMENT TO THE TREASURE ISLAND CHILDCARE CENTER MASTER LEASE BETWEEN THE AUTHORITY AND THE UNITED STATES NAVY TO EXTEND THE TERM

WHEREAS, The Treasure Island Development Authority ("Authority") and the United States of America, acting by and through the Department of the Navy (the "Navy"), entered into a master lease dated October 1, 2001, for the Authority to use and rent out certain land and buildings in certain areas of Treasure Island (as amended from time to time, the "Childcare Center Master Lease") at no rent; and,

WHEREAS, The Childcare Center Master Lease enables the Authority to sublease the master leased area for interim uses and generate revenues to support the interim uses and the future redevelopment of the former Naval Station Treasure Island; and,

WHEREAS, The term of the Childcare Center Master Lease expires on November 30, 2013; and,

WHEREAS, The Authority wishes to extend the term of such lease for a period of one (1) year beginning on December 1, 2013 and ending on November 30, 2014, unless sooner terminated in accordance with the terms and conditions of the Master Lease; and,

WHEREAS, The Navy concurs with such extension; Now, Therefore, Be It

RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into an amendment to the Childcare Center Master Lease in substantially the form attached hereto as Exhibit A, subject to Board of Supervisors approval of the amendment as required under the Authority's Bylaws; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the amendment that the Director of Island Operations determines in consultation with the City

Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the amendment, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 8, 2013.

_____

Larry Del Carlo, Secretary

AGENDA ITEM 6 (h)
Treasure Island Development Authority
City and County of San Francisco
Meeting of May 8, 2013

Subject: Resolution Approving and Authorizing an Extension of the Cooperative Agreement with the United States Navy from October 1, 2013 to September 30, 2014 (Action Item)

Contact Mirian Saez, Director of Island Operations
Phone (415) 274-0660

BACKGROUND:
With the approval of the Board of Supervisors, the City and the Authority entered into a Cooperative Agreement with the United States Navy, and numerous modifications to the Cooperative Agreement, under which the City (initially) and the Authority (subsequently) agreed to assume certain responsibilities for (i) operation and maintenance for the water, waste water, storm water, electric and gas utility systems on former Naval Station Treasure Island, (ii) security and public health and safety services, (iii) grounds and street maintenance and repair, and (iv) property management and caretaker services.

The current term of the Cooperative Agreement, as amended, expires on September 30, 2013. The Authority and the Navy wish to extend the term of the Cooperative Agreement from October 1, 2013 to September 30, 2014 under the same terms and conditions of the Cooperative Agreement.

Pursuant to the Board of Supervisors Resolution establishing the Authority, California Assembly Bill 699 and TIDA's Bylaws, modifications to the Cooperative Agreement shall be referred to the Board of Supervisors for approval because the overall value of the Cooperative Agreement is in excess of one million dollars and the term of the Cooperative Agreement is in excess of 10 years.

RECOMMENDATION:
Staff recommends approval of the modification to the Cooperative Agreement with the United States Navy as stated above.

Prepared by Peter Summerville
for Mirian Saez, Director of Island Operations

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00028

COOPERATIVE AGREEMENT

GRANTEE: CITY OF COUNTY OF SAN FRANCISO
TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS, BUILDING 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: 31 U.S.C. Section 6305 & 10 U.S.C. Section 2687 note, section 204 (a) (2) of Defense Base Closure Act of 1988 (P. L. 100-526)

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement from 01 October 2013 to 30 September 2014.

As mutually agreed herein by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker as an offset of existing revenue generating sources, present and future, through the extended period of the Cooperative Agreement ending 30 September 2014.

The general provisions, terms and conditions of the basic Cooperative, and all previous modifications remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at $12,848,213.00.

[Extension of the Term of the Cooperative Agreement with the United States Navy from October 1, 2013 to September 30, 2014]

Resolution approving and authorizing the Director of Island Operations to execute a modification to the Cooperative Agreement with the United States Navy to extend the Cooperative Agreement from October 1, 2013 to September 30, 2014.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America (the "Navy"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, With the approval of the Board of Supervisors, the City and the Authority entered into a Cooperative Agreement with the United States Navy under which the City (initially) and the Authority (subsequently) agreed to assume certain responsibilities for (i) operation and maintenance for the water, waste water, storm water, electric and gas utility systems on the Base, (ii) security and public health and safety services, (iii) grounds and street maintenance and repair, and (iv) property management and caretaker services; and,

WHEREAS, The Cooperative Agreement has been amended numerous times and the current term of the Cooperative Agreement expires on September 30, 2013; and,

WHEREAS, The Authority's contracts in excess of $1,000,000 or 10 years require San Francisco Board of Supervisors approval; and

WHEREAS, The Authority and the Navy wish to extend the term of the Cooperative Agreement from October 1, 2013 to September 30, 2014 under the same terms and conditions as existed prior to the expiration of the current term of the Cooperative Agreement; now, therefore, be it

RESOLVED, That the Board of Directors hereby approves and authorizes the Director of Island Operations to execute and enter into a modification to the Cooperative Agreement to extend the term of the Cooperative Agreement from October 1, 2013 to September 30, 2014; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the Cooperative Agreement that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to perform the services under the Cooperative Agreement, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 8, 2013.

_____

Larry Del Carlo Secretary

AGENDA ITEM 6 (i)
Treasure Island Development Authority
City and County of San Francisco
Meeting of May 8, 2013

Subject: Resolution Authorizing the Treasure Island Development Project Director ("Project Director") to Enter into Negotiations for a Professional Services Contract between the Treasure Island Development Authority ("Authority") and Treadwell & Rollo, A Langan Company ("Treadwell & Rollo") for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project

Contact: Michael Tymoff, Project Director

SUMMARY

In February 2013, Authority staff issued a Request for Proposals ("RFP"), attached here as Exhibit A, for qualified consultants or consulting teams to provide environmental engineering consulting and oversight of the U.S. Department of the Navy ("Navy") remediation efforts on former Naval Station Treasure Island ("NSTI") and to provide certain other services in support of the Authority's Treasure Island/Yerba Buena Island Development Project (the "Project"), the key elements of which include:

- Reviewing and analyzing technical documents produced primarily by the Navy and its agents, as well as the State of California, acting through the California Department of Toxic Substances Control ("DTSC"), the California Department of Public Health ("CDPH") and the Regional Water Quality Control Board ("RWQCB") relating to the environmental cleanup of contaminants on NSTI; and

- Making recommendations and advising the Authority, in its role as the local reuse authority for Treasure Island, and as needed, the San Francisco Department of Public Health ("SFDPH"), and the Office of the City Attorney.

An evaluation panel, comprised of representatives from SFDPH, the San Francisco Public Utilities Commission, and the Office of Community Investment and Infrastructure, recently completed the evaluation of both written proposals and oral interviews that were conducted of each of the four (4) consultants that submitted a proposal. A copy of a memorandum from the from the Office of the City Administrator Contract Monitoring Division ("CMD"), attached here as Exhibit C, provides CMD's review of the panel evaluation score sheets and gives the total combined score (for both written proposal and oral interview) of each consultant.

Based on the total combined scores of the evaluation panel, as reviewed by CMD, Authority staff has prepared this agenda item in order to make a recommendation to the Authority Board of Directors to authorize the Project Director to enter into negotiations for a Professional Services Contract ("PSC") between the Authority and Treadwell & Rollo, the highest scoring consultant based on the RFP's selection criteria.

The Authority may act on this recommendation by staff to enter into contract negotiations with Treadwell & Rollo in its sole and absolute discretion, and the Authority's authorization to do so does not limit in any way the Authority's discretion to approve or disapprove a PSC between the Authority and Treadwell & Rollo at a future Authority Board of Director's meeting.

DISCUSSION

In 2003, the Authority Board of Directors authorized the execution of a contract between the Authority and AMEC Geomatrix to provide technical services related to monitoring the Navy's environmental remediation activities at NSTI. Over the past ten years, the Authority has approved ten contract amendments extending the term of the original contract with AMEC Geomatrix through June 30, 2013, thereby allowing AMEC Geomatrix to advise the Authority on a range of technical and policy issues related to the Navy's environmental cleanup program and property transfer.

Staff now anticipates that the Navy will be in a position to transfer property to the Authority in early 2014, after having completed the necessary environmental remediation and satisfying all closing conditions. Given pending property transfer and the need to closely align the goals of the Navy's cleanup program with the schedules for property transfer and development activities, staff anticipated the need for environmental engineering and consulting services from a firm with deep experience and technical knowledge of the issues related to military base closures and redevelopment in San Francisco. The Request for Proposals reflected these experience and qualification expectations and all of the proposals staff reviewed exhibited a high degree of professionalism and depth of relevant qualifications. The evaluation panel gave Treadwell & Rollo the highest combined score based on their written proposal, attached here as Exhibit B, and the oral interview.

PROPOSED SCOPE OF SERVICES

The proposed scope of services to be included in the PSC between the Authority and Treadwell & Rollo is to provide oversight of the Navy's ongoing environmental remediation and to assist the Authority in the property transfer and development process. Services will be provided on an as-needed basis. Under the direction of Authority staff, consultant will perform the following services upon request. Additional services, within the selected consultant expertise, may be requested by Authority staff from time to time.

Monthly Base Closure Team ("BCT") meetings are held to review the status of the Navy's on-going remediation tasks and identify outstanding issues. The Navy and its consultants, the Authority, regulatory agencies overseeing the Navy's cleanup, and the Navy's Restoration Advisory Board ("RAB") members all participate in these meetings. Additional meetings are scheduled as needed to address significant issues identified at the monthly meetings. These technical working meetings clarify details of a specific field programs or technical evaluations and approaches. Other supplemental meetings may be associated with assisting the Authority with risk communication, including technical presentations to the Authority and City staff, regulators, and tenants. In addition, the Navy prepares work plans and reports to document its approach, confirm agreements between interested parties, and comply with regulatory requirements. The process for completing environmental investigations at NSTI is fairly well defined; however, regulators commonly identify the need for previously unplanned activities

(additional investigations, reports and meetings) as new field data are collected and analyzed. Additional work plans and reports are then prepared that, in turn, require additional review and additional meetings to address technical issues.

The Scope of Services is anticipated to include, but may not be limited to, completing the following tasks:

- Attend monthly BCT meetings including preparation, meeting attendance, providing the Authority with documentation and analysis from the meeting.
- Attend supplemental technical meetings including conference calls as needed and as requested by the Authority.
- Review, comment and advise the Authority on technical documents and plans (e.g. Feasibility Studies, Remedial Investigations, Records of Decision, Final Status Survey Reports, etc.) from the Navy and State regulatory agencies including reports and work plans. Prepare written materials for the benefit of the Authority and City staff.
- Provide technical support and environmental expertise to the Authority throughout the property transfer process with the Navy, including peer review of documents and work products prepared by the Navy, the developer and their respective environmental consultants. Within this context, consultant will review technical documents related to the transfer documents, FOST and supporting environmental documents, including any associated legal and regulatory documents necessary to complete property transfer. Such assistance could include assisting the Authority strategically evaluating remediation, transfer and insurance issues, and reviewing and advising the Authority and City staff on the following: FOST, FOSET, Covenant Deferral Request, LIFOC, Consent Agreement, environmental insurance policies, and associated documents.
- Assist the Authority in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above.
- Provide additional consultation as needed and as requested by the Authority

PROPOSED BUDGET AND TERM

The proposed budget will be subject to negotiation between the Authority and Treadwell & Rollo with a total not-to-exceed cost of $180,000 per fiscal year, subject to the Authority's approval and appropriations of funds.

The proposed initial contract term would be three (3) years, with up to two (2) one-year options to extend, subject to the Authority's approval and appropriations of funds. The proposed initial term of the contract would be from June 12, 2013 through June 30, 2016.

Staff has included sufficient funds in the proposed Authority's FY 13-14 budget and would also include sufficient funds in the FY 14-15 and 15-16 budgets for the proposed initial three year term.

RECOMMENDATION

Staff recommends the Authority authorize the Project Director to enter into contract negotiations between the Authority and Treadwell & Rollo for Environmental Engineering Consulting and Oversight of Navy Remediation. If the Authority were to authorize the Project Director to enter into contract negotiations with Treadwell & Rollo, staff will commence contract negotiations. The Authority's authorization does not imply acceptance by the Authority of all of the terms of Treadwell & Rollo's proposal, which may be subject to further negotiation and approvals before the Authority may be legally bound thereby. If negotiations are successful, staff will make a recommendation to the Authority at the upcoming June 12, 2013 Authority Board of Directors meeting to enter into a PSC with Treadwell & Rollo. If a satisfactory contract cannot be negotiated in a reasonable time, staff may terminate negotiations and begin contract negotiations with the next highest ranked proposer or select a contractor through some other method.

EXHIBITS

A Request for Proposals for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project

B Treadwell and Rollo's Proposal for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project

C Memorandum from the Office of the City Administrator Contract Monitoring Division Re: Treasure Island Development Authority Request for Proposals Environmental Engineering Consultant and Oversight of Navy Remediation

Prepared by Michael Tymoff, Project Director

Exhibit A

Request for Proposals for

Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project

Treasure Island Development Authority

RFP Available: 5:00 PM, February 21, 2013

Pre-Proposal Conference: 1:00 PM, March 7, 2013

Deadline for Submission: 5:00 PM, March 21, 2013

Issued by:

Treasure Island Development Authority

1 South Van Ness Avenue, Fifth Floor

San Francisco, CA 94103

Contact: Kate Austin

Email: kate.austin@sfgov.org

Request for Proposals for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project

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EXHIBITS

[NOTE: All Exhibits are available at TIDA's website: http://sftreasureisland.org/index.aspx?page=463]

I. Federal Facility Site Remediation Agreement

II. 2006 Finding of Suitability for Transfer for Treasure Island

III. 2006 Finding of Suitability for Transfer for Yerba Buena Island

IV. 2010 Finding of Suitability for Transfer

V. 2012 Site Management Plan

VI. TI/YBI Environmental Impact Report Chapter on Hazards and Hazardous Materials

VII. 2006 Historical Radiological Assessment (HRA)

VIII. Draft 2012 Supplemental Technical Memorandum to the 2006 HRA

IX. Economic Development Conveyance Memorandum of Agreement, Exhibit B

Appendices:

A. Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the SF Administrative Code. A-1

B. Agreement for Professional Services B-1

I. SUMMARY, IMPORTANT DATES AND SUBMISSION PROCESS

A. Summary

The Treasure Island Development Authority ("TIDA") is seeking proposals from qualified consultants or consulting teams to provide environmental engineering consulting and oversight of the U.S. Department of the Navy ("Navy") remediation efforts on former Naval Station Treasure Island ("NSTI") and to provide certain other services in support of TIDA's Treasure Island/Yerba Buena Island Development Project (the "Project"), the key elements of which include:

- Reviewing and analyzing technical documents produced primarily by the Navy and its agents, as well as the State of California, acting through the California Department of Toxic Substances Control ("DTSC"), the California Department of Public Health ("CDPH") and the Regional Water Quality Control Board ("RWQCB") relating to the environmental cleanup of contaminants on NSTI; and
- Making recommendations and advising TIDA, in its role as the local reuse authority for Treasure Island, and as needed, the San Francisco Department of Public Health ("SFDPH"), and the Office of the City Attorney.

At the conclusion of this Request for Proposal ("RFP") process, TIDA staff will make a recommendation to the TIDA Board of Directors for their consideration of a Professional Services Contract between the selected consultant and TIDA. Staff's recommendation will be based on the evaluation criteria set forth below in this RFP. The TIDA Board of Directors may act in its sole and absolute discretion, and selection by staff does not guaranty that the TIDA Board of Directors will approve any contract or any selected applicant. This opportunity is open to all businesses, both for-profit and non-profit. Applicants are advised that TIDA is committed to vigorous equal opportunity employment.

B. Important Dates*

RFP available from TIDA	5:00 p.m., February 21, 2013
Pre-submission meeting at TIDA's office	1:00 p.m, March 7, 2013
Deadline for questions and requests for additional information (electronic mail only)	5:00 p.m., March 14, 2013
Submission deadline for Proposals	5:00 p.m., March 21, 2013
Applicant interviews, if any (please indicate availability)	Week of April 8, 2013
Staff recommendation regarding a PSC for TIDA Board of Directors consideration	1:30 p.m, April 10, 2013

**Dates subject to change*

B. Pre-Proposal Conference

A pre-submission meeting will be held at TIDA's office, located at 1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103 at1:00 p.m on March 7, 2013. The meeting will include an overview of this RFP and provide an opportunity to ask questions. Although attendance is not mandatory, it is highly recommended.

C. Questions and Requests for Additional Information

All questions and requests for additional information regarding this RFP must be received in writing by TIDA by electronic mail ("e-mail") on or before 5:00 p.m., March 14, 2013. Questions received after the deadline may not be answered. All addendums, responses and additional information will be distributed to all registered RFP-holders and posted on TIDA's website. TIDA reserves the sole right to determine the timing and content of the response, if any, to all questions and requests for additional information. Questions and information requests should be emailed to: Kate Austin at kate.austin@sfgov.org.

Applicants are responsible for reviewing all portions of this RFP, and must promptly notify TIDA, in writing, if the applicant discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to TIDA promptly after discovery. TIDA may make modifications and clarifications to this RFP at any time up to the date of final selection.

D. Registration

Applicants may register by submitting the attached Registration Form (Attachment #8) via email. Although it is not necessary to register to receive a copy of the RFP or to submit a proposal, it is strongly recommended as it will permit TIDA to mail addenda information and respond to inquiries. Only registered RFP-holders will receive responses to all written questions, addendums and any additional information distributed prior to the proposal submission date.

E. Submission Time, Place, Date, Contact

Submission of three (3) copies of the proposal (together with an electronic copy on a compact disc) must be received no later than 5:00PM on March 21, 2013. Deliver proposals marked "RFP for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project" to TIDA's office, located at 1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103, marked to the attention of Kate Austin.

II. TREASURE ISLAND ENVIRONMENTAL AND PROJECT BACKGROUND

A. General

NSTI, a 450-acre military base located on Treasure Island and Yerba Buena Island in the middle of the San Francisco Bay, is currently owned by the Navy and operated by TIDA according to the terms of a Caretaker Agreement between TIDA and the Navy. The City and County of San Francisco, acting through its Board of Supervisors ("BOS"), created TIDA in 1997 as a non-profit, public benefit corporation dedicated to the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of former NSTI for the public interest, convenience, welfare and common benefit of the inhabitants of San Francisco.

B. Site History, Property Transfer and Environmental Cleanup

In 1941, following the 1939 International Exposition, the Navy, already present on Yerba Buena Island, acquired Treasure Island and portions of Yerba Buena Island, and converted these areas into the NSTI, which served largely as an electronics and radio communications training school and as a major naval departure point. Navy activities included training facilities, administrative offices, general engineering support, mission operations, personnel support, medical and dental services, maintenance activities, utility infrastructure, and supply operations.

In 1993, NSTI was selected for closure under the Base Closure and Realignment ("BRAC") and was subsequently decommissioned in 1997 following a base wide environmental baseline survey ("EBS") completed in 1994, which was required as part of the BRAC program. The EBS is a broad evaluation of all known and suspected hazardous materials that were handled, stored, or potentially released into the environment from base operations. The results of the EBS confirmed that portions of the Project's future development area contain soil and groundwater that have been impacted by hazardous materials.

TIDA anticipates that the Navy will begin transferring property to TIDA in the next 9-12 months, after having completed the necessary environmental remediation. Over the past decade and a half, the Navy has undertaken a thorough and lengthy process to identify, analyze, and clean up any releases of hazardous materials and wastes associated with their past operations. The process is being undertaken according to a well-developed procedural manual known as the Base Redevelopment and Realignment Manual, prepared by the U.S. Department of Defense ("DoD"). The Navy has already issued three (3) Finding of Suitability for Transfer ("FOST") for large portions of NSTI and will continue to issue FOSTs over several phases in the upcoming years.

While the Navy is expected to transfer property to TIDA pursuant to one or more FOSTs, the Navy is not required to obtain site closure prior to transferring a parcel. Instead, the Navy could potentially prepare a Finding of Suitability for Early Transfer ("FOSET") and transfer a parcel via an Early Transfer. The primary purpose of a FOSET is to document that the property is environmentally suitable for transfer under the provisions in CERCLA that allow the

Governor to approve an "early transfer" and "defer" (until completion of the cleanup after transfer) the issuance of the covenant, otherwise required in the deed by CERCLA, that all necessary remediation has been completed or is in place and operating properly and successfully. Any decision to accept a FOSET and land transfer shall be made by TIDA's Board and the City's Board of Supervisors, in its discretion, with input and analysis by the environmental consultant selected under this RFP.

The Navy could also lease Parcels to TIDA where remediation has not been completed through a Lease in Furtherance of Conveyance ("LIFOC"), which can be for as long as 60 years and has many of the attributes of ownership. A LIFOC can only be executed with a local agency (like TIDA), which has an agreement with the military to ultimately transfer ownership of the property. In order to lease the property, the Navy would have to prepare a document called a Finding of Suitability to Lease ("FOSL") subject to the approval by the State regulatory agencies overseeing the Navy's cleanup.

The Navy is currently conducting various environmental remediation actions and investigations on NSTI, the goal of which is to eliminate residual contamination, reduce it to acceptable levels, or, if residual contamination is left in place, to limit exposure pathways that may pose a risk to human health and the environment. The Navy's remedial activities fall under six programs:

- The Installation Restoration (IR) Program, which consists of the CERCLA Program and the Petroleum Program
- Inactive Fuel Pipeline Sites
- The PCB Program
- The Radiological Program
- The Lead-Based Paint Program
- The Asbestos-Containing Materials Program

Please refer to the RFP exhibits, which describe each of these programs in more detail, including 2012 Site Management Plan, which provides details of the current status of the Navy's cleanup efforts at various locations on NSTI. All RFP exhibits can be found at: http/www. http://sftreasureisland.org/index.aspx?page=463.

C. Project Background

In early 2000, TIDA initiated a Master Developer selection process for the redevelopment of NSTI, culminating in the selection of Treasure Island Community Development, LLC, a California limited liability company (TICD), a joint venture that includes Lennar, Scala and Wilson Meany Sullivan. The Development Plan and Term Sheet for Redevelopment of Naval Station Treasure Island was endorsed by the TIDA Board of Directors and the BOS in December 2006 and updates were endorsed in April 2010, including a Draft Transportation Plan in 2006 and refinements to that plan in 2010. On June 7, 2011, the BOS voted 11-0 on various pieces of legislation authorizing the Treasure Island/Yerba Buena Island

Development Project (Project), including a Disposition and Development Agreement (DDA) and certification of the Project's Environmental Impact Report.

The approved Project contains a variety of land uses that promote both a new San Francisco neighborhood and a major new destination for local, regional, national and international visitors. The four primary components of the land use plan are (i) residential, (ii) open space and recreation, (iii) commercial and adaptive reuse, and (iv) community and public facilities. The Project includes the following specific components:

- Up to approximately 8,000 residential units, of which no less than 25% will be affordable to a variety of income levels;
- Up to approximately 140,000 square feet of new commercial and retail space;
- Up to approximately 100,000 square feet of new office space;
- Adaptive reuse of Buildings 1, 2, and 3 on Treasure Island with up to 311,000 square feet of commercial/flex space;
- Adaptive reuse of certain of the historic buildings on Yerba Buena Island;
- Up to approximately 500 hotel rooms or fractional interest units;
- Up to approximately 300 acres of parks and public open space;
- Geotechnical stabilization of certain portions of Treasure Island and the causeway connecting it to Yerba Buena Island, as well as addition of fill to raise the surface elevation on those portions of Treasure Island that are to be developed to address flood protection and potential future sea level rise;
- New and/or upgraded public facilities, including a joint police/fire station on Treasure Island, a school, facilities for the Treasure Island Sailing Center, and other community facilities;
- Bicycle, transit, and pedestrian facilities;
- Landside services for the Treasure Island Marina;
- A ferry quay/bus intermodal transit center (Transit Hub).

III. BUDGET, TERM AND SCOPE OF SERVICES

A. Description of Services for Environmental Engineering Consulting and Oversight of Navy Remediation.

BUDGET AND TERM: The proposed budget will be subject to negotiation between TIDA and the selected consultant after the RFP selection process is complete. The contract term will be three (3) years, with up to two (2) one-year options to extend.

SCOPE OF SERVICES: The proposed scope of services is to provide oversight of the Navy's ongoing environmental remediation and to assist TIDA in the property transfer and development process. Services will be provided on an as needed basis. Under the direction of TIDA staff, consultant will perform the following services upon request. The following scope of services is a general guide and is intended to demonstrate the tasks that consultant will likely perform under the proposed contract. Additional services, within the selected consultant expertise, may be requested by TIDA staff from time to time.

Monthly Base Closure Team ("BCT") meetings are held to review the status of the Navy's on-going remediation tasks and identify outstanding issues. The Navy and its consultants, TIDA, DTSC, CDPH, RWQCB, and the Navy's Restoration Advisory Board ("RAB") members participate in these meetings. Additional meetings are scheduled as needed to address significant issues identified at the monthly meetings. These technical working meetings clarify details of a specific field programs or technical evaluations and approaches. Other supplemental meetings may be associated with assisting TIDA with risk communication, including technical presentations to TIDA and City staff, regulators, and tenants. In addition, the Navy prepares work plans and reports to document its approach, confirm agreements between interested parties, and comply with regulatory requirements. The process for completing environmental investigations at NSTI is fairly well defined; however, regulators commonly identify the need for previously unplanned activities (additional investigations, reports and meetings) as new field data are collected and analyzed. Additional work plans and reports are then prepared that, in turn, require additional review and additional meetings to address technical issues.

The Scope of Services is anticipated to include, but may not be limited to, completing the following tasks:

- Attend monthly BCT meetings including preparation, meeting attendance, providing TIDA with documentation and analysis from the meeting.
- Attend supplemental technical meetings including conference calls as needed and as requested by TIDA.
- Review, comment and advise TIDA on technical documents and plans (e.g. Feasibility Studies, Remedial Investigations, Records of Decision, Final Status Survey Reports, etc.) from the Navy and State regulatory agencies including reports and work plans. Prepare written materials for the benefit of TIDA and City staff.
- Provide technical support and environmental expertise to TIDA throughout the property transfer process with the Navy, including peer review of documents and work products prepared by the Navy, the developer and their respective environmental consultants. Within this context, consultant will review technical documents related to the transfer documents, FOST and supporting environmental documents, including any associated legal and regulatory documents necessary to complete property transfer. Such assistance could include assisting TIDA strategically evaluating remediation, transfer and insurance issues, and reviewing and advising TIDA and City staff on the following: FOST, FOSET, Covenant Deferral Request, LIFOC, Consent Agreement, environmental insurance policies, and associated documents.
- Assist TIDA in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above.
- Provide additional consultation as needed and as requested by TIDA

IV. SELECTION PROCESS AND CRITERIA

A. Selection Process

a) Submissions of proposals by applicants wishing to be considered by TIDA to provide these services will be accepted at TIDA's offices until the date and time shown in Section I. B.

b) Submissions must be complete with **three (3) hard copies together with an electronic copy on a compact disc**, to be considered. No submissions will be accepted by facsimile and e-mail only proposals will not be considered. TIDA staff will evaluate all submissions for completeness and minimum qualifications. If TIDA staff determines that a submission is not complete or that an applicant does not meet the minimum qualifications, then the submission may not be subject to further review or scoring. Applicants may use the Submission Checklist (**Attachment #9**) as an aid in preparing the proposal. Please note that the Checklist is merely an aid. Each Applicant is solely responsible for ensuring that all information requested in this RFP is submitted even if it does not appear on the Checklist.

c) TIDA staff may contact references.

d) All or some of the applicants who have submitted complete and responsive proposals may be interviewed. Interviews are scheduled to be held, if at all, on the date(s) shown in Section I. B. ***These dates are subject to change***. All applicants should advise TIDA staff of any unavailability on these days in the proposals. Interviews will be held at the TIDA offices located at 1 South Van Ness Avenue on the fifth floor.

e) Further written material and clarifications regarding qualifications or submittals may be requested prior to or following interviews.

f) TIDA staff will make a recommendation to the TIDA Board of Directors based on the written proposals and, if applicable, the interviews and reference checks. The successful applicant will be obligated to comply with all applicable City requirements as set forth in the attached form of Professional Services Contract ("Contract").

g) The selection of an applicant shall not imply acceptance by TIDA of all terms of the proposal, which may be subject to further negotiations and will be subject to the approval of the TIDA Board of Directors. If a satisfactory Contract cannot be negotiated in a reasonable time, then the TIDA Director may, in his sole discretion, terminate negotiations with the selected proposer and begin

negotiations with the next highest ranked proposer or choose instead to select a environmental services consultant through some other method.

h) After staff recommended applicant has agreed to the proposed Contract, the TIDA Board of Directors will either approve or reject the applicant and the Contract. If the TIDA Board of Directors does not approve the proposed Contract, it may instead select another applicant for the proposed contract or award the contract through some other means, or decide not to award any contract.

B. Selection Criteria

TIDA staff will make the selection of the contractor based on the following factors:

a) Overall expertise and strength of the applicant's qualifications regarding the proposed tasks in the scope of services **(40 points max):**
   - Minimum of 10 years recent experience (for key personnel) of providing services as set forth in the Scope of Services;
   - Professional technical qualifications;
   - Ability to work well in high-pressure and dynamic environments and meet deadlines, and remain courteous and professional;
   - Ability to cost-effectively and promptly provide requested services in a useful manner;
   - Ability to communicate and translate expertise into effective work product; and
   - Ability to comply with TIDA and City's contracting requirements.

b) Demonstrated familiarity with military and/or base closure projects, the Federal Comprehensive Environmental Response, Compensation, and Liability Act requirements and related environmental laws generally, radiological contamination, and the Navy's cleanup work on NSTI specifically; **(20 points max)**

c) Public Sector experience and ability to interact courteously and professionally with staff and the public, demonstrated ability to work effectively with diverse populations, and experience working with citizen committees and oversight/regulatory commissions/bodies; **(10 points max)**

d) Overall cost and the experience/competency of the proposed staff and efficiency of the budget for providing the requested services, and quoted hourly rates. **(30 points max)**

V. SUBMISSION REQUIREMENTS

A. Submission of Proposals

The Proposal must contain all of the following information:

a) Narrative: Submit a description of no more than **five (5) pages** describing qualifications in any relevant areas of specialty and professional capabilities.

b) General: Provide a description of a) relevant experience and professional qualifications, and b) the applicant's familiarity with the military properties and/or base closure remediation sites generally, radiological contamination issues, and contamination and remediation issues at NSTI specifically.

c) Writing and Presentation Materials: Submit copies of the following:

- Up to a maximum of five (5) example original comment letters on a variety of Navy or other military base cleanup documents listed in the Scope of Services. Please submit only your original work – if the comment letters were revised by a client or combined with comments from other reviewers please submit only the draft comments that were written by the personnel that are being proposed for work on this contract.
- An example of an original opinion letter produced by the personnel that are being proposed for work on this contract. The opinion letter should discuss environmental contamination and current or proposed land uses of a project based on at least three years of review of Navy or other military base cleanup documents similar to ones listed in the Scope of Services.
- Up to a maximum of three (3) original tables, spreadsheets or graphs presenting analytical environmental data from a military base or similar property. These need to have been produced by the personnel that are being proposed for work on this contract.
- Up to a maximum of five (5) original drawings, figures or maps of a military base or other property similar to NSTI showing information about the site. The base map used for the figures can be borrowed from other sources as long as the symbols, legends, data, construction details, illustrations, etc. were produced by the personnel that are being proposed for work on this contract.
- Up to a maximum of three (3) presentations (i.e., power point, spreadsheet, slides) prepared by personnel that are being proposed for work on this contract. The presentation topic should be about environmental contamination, cleanup and/or the transfer process at a military base similar to NSTI. Presentations could have been reviewed and edited by a client or other reviewers as long as the personnel that are being proposed for work on this contract could be reasonably said to have been primarily responsible for the final product.

d) Comparable Experience Listing: Provide a detailed description of a maximum of **three (3) projects** performed in the last **five (5) years** that are of a similar or related nature to this RFP's scope of services, providing the client name, a description of the work performed and when, the approximate number of hours

worked on the project (on an annual basis or overall) and contact information for each client.

e) Staffing List: Names of key employees who will be involved in this project, including title, a resume, and a description of the type of work to be performed by or the responsibilities of the employee.

f) Budget: Provide an overall annual budget for the entire three year term that includes all costs associated with the contract, including but not limited to a listing of the proposed employees and their proposed hourly rates. The budget must be broken down by line item and category so that TIDA can evaluate the types of costs that are being proposed. Budgets may not to exceed $180,000 per year. Include a table of hourly charges for all personnel that are being proposed for work on this contract.

g) Recommendations and References: Provide up to three (3) letters of recommendation from former clients. Letters must include client contact information. References may be contacted.

h) Forms:
- Complete all forms found in Appendix A

Notes:

i. Applicants must notify TIDA in writing within ten days of any change in the employment status of key employees identified in its submittal.

ii. Inability to comply with TIDA and City's contracting requirements may result in disqualification from this RFP process or termination of negotiations following selection.

iii. A submission checklist is provided as **Attachment #9** to ensure that the applicant's submittal is complete. Please use this sheet when completing your submittal. TIDA may disqualify from consideration any proposal received with insufficient copies or lacking all or part of any required submission element.

iv. Hand delivery of proposals is advised. Applicants may submit a proposal at any time prior to the submission deadline.

VI. Pre-Proposal Conference and Contract Award

A. Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal conference on March 7, 2013, at 1:00PM to be held at 1 South Van Ness Ave., Fifth Floor, San Francisco, CA 94103. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact Kate Austin by email at Kate.Austin@sfgov.org.

B. Contract Award

A selection panel (with TIDA staff) will recommend a proposer to the TIDA Board for contract negotiation. The TIDA Board will approve or reject the recommendation, or take such action as it determines appropriate with respect to staff direction. Upon the TIDA Board's approval of a selected contract, TIDA staff shall commence contract negotiations. The selection of any proposer shall not imply acceptance by TIDA of all terms of the proposal, which may be subject to further negotiation and approvals before TIDA may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time TIDA, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer or select a contractor through some other method.

VII. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify TIDA, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to TIDA promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding this RFP and all requests for modification or clarification of the RFP must be directed to: Kate Austin, kate.austin@sfgov.org,

C. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to TIDA setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices

TIDA may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website, www.sftreasureisland.org. The proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by TIDA prior to the proposal due date regardless of when the proposal is submitted. Therefore, TIDA recommends that the proposer consult the website frequently, including shortly before the proposal due date, to confirm that the proposer has reviewed all Change Notices.

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, TIDA may require a proposer to provide oral or written clarification of its proposal. TIDA reserves the right to make an award without further clarifications of proposals received.

G. Errors and Omissions in Proposal

Failure by TIDA to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

H. Financial Responsibility

TIDA accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of TIDA and may be used by TIDA in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco, the San Francisco Unified School District or the San Francisco Community College District, for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, the Unified School District or the Community College District, or for selling any land or building to the City, the Unified School District or the Community College District, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

a) Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to $5,000 and a jail term of not more than six months, or both.

b) Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to $5,000.

c) Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to $5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between TIDA and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

If a proposer is a non-profit entity that receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

L. Reservations of Rights by TIDA

The issuance of this RFP does not constitute an agreement by TIDA that any contract will actually be entered into by TIDA. TIDA expressly reserves the right at any time to:

a) Waive or correct any defect or informality in any response, proposal, or proposal procedure;

b) Reject any or all proposals;

c) Reissue a Request for Proposals;

d) Prior to submission deadline for proposals, modify all or any portion of

e) the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;

f) Procure any materials, equipment or services specified in this RFP by any other means

g) Terminate any agreement should possession of the real property affected by this Request for Proposals be transferred from TIDA; or

h) Determine that no project will be pursued.

M. No Waiver

No waiver by TIDA of any provision of this RFP shall be implied from any failure by TIDA to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. Local Business Enterprise Goals and Outreach

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance") shall apply to this RFP.

a) LBE Subconsultant Participation Goals

The LBE subconsulting goal for this project is 10% of the total value of the goods and/or services to be procured. The LBE subcontracting goal can only be met with HRC certified Small or Micro-LBEs. Pursuant to Sec. 14B.9 of the Administrative Code, proposers are hereby advised that the subconsulting goal is based on data indicating availability of 3% Minority Business Enterprises ("MBE"), 5% Woman Business Enterprises ("WBE") and 2% Other Business Enterprises ("OBE") to perform subconsulting work on this project. Proposers are further advised that they may not discriminate in the selection of subconsultants on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code 14B.8 and 14B.9, and shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subcontractors must be certified with the San Francisco Human Rights Commission at the time the proposal is submitted, and must be contacted by the proposer (prime contractor) prior to listing them as subcontractors in the proposal. Any proposal that does not meet the requirements of this paragraph will be non-responsive.

In addition to demonstrating that it will achieve the level of subconsulting participation required by the contract, a proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8 (D)&(E) and HRC Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts. However, pursuant to 14B.8 (B), if a proposer submits a proposal demonstrating LBE participation that exceeds by 35% of the established LBE subcontracting participation goal for the project, the proposer will not be required to conduct good faith efforts or to file evidence of good faith efforts as required in Sections 14B.8 (D) & (E). A certified Small and/or Micro LBE prime proposer may count its participation towards meeting the good faith outreach exception set forth in 14B.8(B).

Proposals which fail to comply with the material requirements of S.F. Administrative Code 14B.8 and 14B.9, HRC Attachment 2 and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of

contract. Subconsulting goals can only be met with HRC-certified LBEs located in San Francisco.

b) Certified LBE Big Discount/Rating Bonus

1) Micro LBE and Small LBE Rating Bonus

The City strongly encourages proposals from qualified, certified Micro and Small LBEs. Pursuant to Chapter 14B, a rating bonus will be in effect for the award of this project for any proposers who are certified by HRC as a Micro or Small LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. For joints ventures, the certified Micro and /or Small LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the certified Micro and/or Small LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The certified Micro and/or Small LBE joint venture's portion of the contract must be assigned a commercially useful function. Certification applications may be obtained by calling HRC at (415) 252-2500.

The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

i. 10% to a certified Micro or Small LBE; or a joint venture between or among certified Micro or Small LBEs;

ii. 5% to a joint venture with certified Micro and/or Small LBE participation, whose participation is equal to or exceeds 35%, but is under 40% or

iii. 7.5% to a joint venture with certified Micro and/or Small LBE participation, whose participation equals or exceeds 40%; or

iv. 10% to a certified non-profit entity.

The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for the purposes of determining the highest ranked firm.

2) Small Business Administration (SBA) LBE Rating Bonus

Pursuant to Chapter 14B.7(E), a 2% rating bonus will be in effect for proposers who are certified by HRC as a SBA LBE; however, the 2% rating bonus shall not be applied at any stage if it would adversely affect a Micro or Small LBE proposer or a joint venture with LBE participation.

c) HRC Forms to be Submitted with Proposal

1) All proposals submitted must include the following HRC Forms contained in the HRC Attachment 2: i) Form 2A, HRC Contract Participation Form, ii) Form 2B - HRC "Good Faith Outreach" Requirements Form, iii) Form3, HRC Non-Discrimination Affidavit, iv) Form 4, HRC Joint Venture Form (if applicable), and v) Form 5, HRC

Employment Form. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.

2) Please submit only one (1) copy of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled HRC Forms. CMD staff will deliver them to the attention of the San Francisco Human Rights Commission.

If you have any questions concerning the HRC Forms, you may call Linda Chin, the Human Rights Commission Contract Compliance Officer with CMD (650) 821-7796 or via email at Linda.Chin@flysfo.com.

VIII. Contract Requirements

A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix B. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. TIDA, in its sole discretion, may select another firm .

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§34 in the Agreement); the Minimum Compensation Ordinance (§43 in the Agreement); the Health Care Accountability Ordinance (§44 in the Agreement); the First Source Hiring Program (§45 in the Agreement); and applicable conflict of interest laws (§23 in the Agreement), as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC's website at www.sfhrc.org.

C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §43 in the Agreement.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

D. Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

E. Conflicts of Interest

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

IX. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five working days of TIDA's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that TIDA has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by TIDA on or before the fifth working day following TIDA's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for TIDA to determine the validity of the protest.

B. Protest of Contract Award

Within five working days of TIDA's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that TIDA has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by TIDA on or before the fifth working day after TIDA's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or

RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for TIDA to determine the validity of the protest.

C. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date TIDA received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to: Kate Austin, 1 South Van Ness Ave., Fifth Floor, San Francisco, CA 94103.

Appendix A

Standard Forms

Before TIDA can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, TIDA has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the contractor.

If a contractor has already filled out items 1-3 (see note under item 3) on the chart, **the contractor should not do so again unless the contractor's answers have changed.** To find out whether these forms have been submitted, the contractor should call Vendor File Support in the Controller's Office at (415) 554-6702.

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Human Rights Commission at (415) 252-2500.

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification http://www.sfgov.org/site/oca_page.asp?id=26550 www.irs.gov/pub/irs-fill/fw9.pdf	W-9	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
2.	Business Tax Declaration http://www.sfgov.org/site/oca_page.asp?id=26550	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits http://www.sfgov.org/	HRC-12B-101	Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

Item	Form name and Internet location	Form	Description	Return the form to; For more info
	site/sfhumanrights_index.asp?id=4584 In Vendor Profile Application		spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	
4.	HRC LBE Certification Application http://www.sfgov.org/site/sfhumanrights_page.asp?id=45141 In Vendor Profile Application		Local businesses complete this form to be certified by HRC as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by HRC by the proposal due date.	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

Where the forms are on the Internet

Office of Contract Administration

Homepage:	www.sfgov.org/oca/
Purchasing forms:	Click on "Required Vendor Forms" under the "Information for Vendors and Contractors" banner.

Human Rights Commission

HRC's homepage:	www.sfhrc.org
Equal Benefits forms:	Click on "Forms" under the "Equal Benefits" banner near the bottom.
LBE certification form:	Click on "Forms" under the "LBE" banner near the bottom

Appendix B

Form of Agreement for Professional Services

City and County of San Francisco
Treasure Island Development Authority

Agreement between the Treasure Island Development Authority and

[Contractor]

This Agreement is made this [date], in the City and County of San Francisco, State of California, by and between: [Contractor Name], hereinafter referred to as "Contractor," and the Treasure Island Development Authority, a California nonprofit public benefit corporation, hereinafter referred to as the "Authority."

Recitals

[*insert General Contract Background; Civil Service Commission approval*]

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco ("City"). Charges will accrue only after prior written authorization certified by the Controller, and the amount of the Authority's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

The Authority has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. The Authority budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from [date] to [date].

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation

Compensation shall be made in monthly payments on or before the first day of each month for work, as set forth in Section 4 of this Agreement, that the Treasure Island Redevelopment Project Director ("Project Director"), in his or her sole discretion, concludes has been performed as of the first day of the immediately preceding month. In no event shall the amount of this Agreement exceed One Hundred Eighty-Seven Thousand Dollars ($187,000.00) for the first fiscal year (through June 30, 2014). For each subsequent fiscal year, the Project Director shall notify Contractor of the maximum compensation appropriated for that year (or, if there is no such appropriation, the Project Director shall notify Contractor of the termination of this Agreement). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Project Director as being in accordance with this Agreement. The Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall the Authority be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs

a. The Authority's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by the Authority to Contractor shall be subject to audit by the Authority.

Payment shall be made by the Authority to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.municode.com/Library/clientCodePage.aspx?clientID=4201. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Left Blank by Agreement of the Parties

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of the Authority property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the Authority to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the Authority to enable the Authority to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by the Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the Authority and in such case must be replaced by Contractor without delay.

12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with the Authority's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at the Authority's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment

The Authority shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by the Authority.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by the Authority under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with the Authority, nor be entitled to participate in any plans, arrangements, or distributions by the Authority pertaining to or in connection with any retirement, health or other benefits that the Authority may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the Authority and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from the Authority shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. The Authority does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses.

Should the Authority, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). The Authority shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for the Authority, upon notification of such fact by the Authority, Contractor shall promptly remit such amount due or arrange with the Authority to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of the Authority. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in the Authority's financial liability so that the Authority's total expenses under this Agreement are not greater than

they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than $1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the Treasure Island Development Authority, the City and County of San Francisco, and their respective Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty (30) days' advance written notice to the Authority of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Treasure Island Development Authority
c/o Treasure Island Project Director
Office of Economic and Workforce Development

City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Authority receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Authority may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to the Authority certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to the Authority, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this Agreement, Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the Authority and the City and County of San Francisco, and their officers, agents and employees, and the Contractor as additional insureds.

16. Indemnification

a. General Indemnity

To the fullest extent permitted by law, Contractor shall assume the defense of, indemnify and save harmless the Authority, its boards, commissions, officers, and employees (collectively "Indemnitees"), from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants) and liabilities of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation), that arise directly or indirectly, in whole or in part, from (1) the services under this Agreement, or any part of such services, and (2) any negligent, reckless, or willful act or omission of the Contractor and subconsultant to the

Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"), subject to the provisions set forth herein.

b. Limitations

(1) No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.

(2) The Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

(3) The Contractor's indemnification obligations of claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty.

c. Copyright Infringement

Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the Authority, or any of its boards, commissions, officers, or employees of articles or services to be supplied in then performance of Contractor's services under this Agreement.

17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the Authority may have under applicable law.

18. Liability of the Authority

THE AUTHORITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE AUTHORITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Left blank by agreement of the parties.

20. Default; Remedies

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, or 58.

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from the Authority to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, the Authority shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, the Authority shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to the Authority on demand all costs and expenses incurred by the Authority in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The Authority shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between the Authority and Contractor all damages, losses, costs or expenses incurred by the Authority as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. The Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The

Authority shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by the Authority and to minimize the liability of Contractor and the Authority to third parties as a result of termination. All such actions shall be subject to the prior approval of the Authority. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by the Authority.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At the Authority's direction, assigning to the Authority any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, the Authority shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to the Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that the Authority designates to be completed prior to the date of termination specified by the Authority.

(7) Taking such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which the Authority has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to the Authority an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work the Authority directed Contractor to perform prior to the specified termination date, for which services or work the Authority has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of the Authority, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the Authority or otherwise disposed of as directed by the Authority.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to the Authority, and any other appropriate credits to the Authority against the cost of the services or other work.

d. In no event shall the Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by the Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, the Authority may deduct: (1) all payments previously made by the Authority for work or other services covered by Contractor's final invoice; (2) any claim which the Authority may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Authority, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and the Authority's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. The Authority's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to the Authority, and deliver in the manner, at the times, and to the extent, if any, directed by the Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to the Authority. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the Authority if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of the Authority

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Authority. Contractor agrees that all information disclosed by the Authority to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To the Authority: Treasure Island Development Authority
c/o Treasure Island Project Director
1 South Van Ness Ave., Fifth Floor
San Francisco, CA 94103
Fax: (415) 749-2524

To Contractor: [address]

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to the Authority. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the Authority, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the Authority, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the Authority, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit the Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon the Authority by this Section.

29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by the Authority in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by the Authority by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the Authority may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance

Contractor, shall comply with all applicable requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle the Authority, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

If Contractor willfully fails to comply with any of the applicable provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City or the Authority.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City or Authority employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the Authority or City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the Authority.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between the Authority or City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The

Contractor further acknowledges that such material breach of the Agreement shall be grounds for the Authority to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions

d. Notification of Limitations on Contributions. Through its execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City (including the Authority) for the selling or leasing any land or building to or from the City whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, or a board on which an appointee of that individual services, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to: each Contractor; each member of Contractor's board of directors, and Contractor's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City or Authority may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City and the Authority are authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

f. Contractor's commitment to provide the Minimum Compensation is a material element of the Authority's consideration for this Agreement. The Authority in its sole discretion shall determine whether such a breach has occurred. The Authority, the City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the Authority, the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City or the Authority shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City and the Authority shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City and the Authority.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. The Authority shall notify Contractor if such a breach has occurred. If, within 30 days after receiving the Authority's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the Authority and the City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the Authority and the City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify the Authority when it enters into such a Subcontract and shall certify to the Authority that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the Authority and the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that the Authority has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying the Authority with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the Authority Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the Authority in accordance with any reporting standards promulgated by the Authority under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide the Authority with access to records pertaining to compliance with HCAO after receiving a written request from the Authority to do so and being provided at least ten business days to respond.

k. Contractor shall allow the Authority to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. The Authority may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with the Authority when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with the Authority to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the Authority to be equal to or greater than $75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing

with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Contractor agrees:

(1) To be liable to the City and/or the Authority for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the Contractor's commitment to comply with this Chapter is a material element of the Authority's consideration for this contract; that the failure of the Contractor to comply with the contract provisions required by this Chapter will cause harm to the City, the Authority and the public which is significant and substantial but extremely difficult to quantity; that the harm to the City and the Authority includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the Contractor from the first source hiring process, as determined by the FSHA during its first investigation of a Contractor, does not exceed a fair estimate of the

financial and other damages that the City and the Authority suffers as a result of the Contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a Contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City, the Authority and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City and/or the Authority suffers as a result of the Contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City and/or the Authority by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City and/or the Authority is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's and the Authority's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the Authority may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new Authority contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48.

53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and the Authority and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Left blank by agreement of the parties.

56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the Authority

may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the Authority's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, the Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same

year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that the Authority will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the Authority because of Contractor's failure to comply with this provision.

60. Left blank by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

AUTHORITY	CONTRACTOR
TREASURE ISLAND DEVELOPMENT AUTHORITY By: _____ Name: _____ Title: _____ Mirian Saez Director of Island Operations Recommended by: _____ Michael Tymoff Treasure Island Project Director 1 South Van Ness Ave., Fifth Floor San Francisco, CA 94103. Approved as to Form: Dennis J. Herrera City Attorney By: _____ Deputy City Attorney	[name] By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off. I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles. By: _____ Name: _____ Title: _____ [address] City vendor number:

Appendices

A: Services to be provided by Contractor
B: Calculation of Charges

Appendix A
Services to be Provided by Contractor

Appendix B
Calculation of Charges

Exhibit B

Treadwell&Rollo

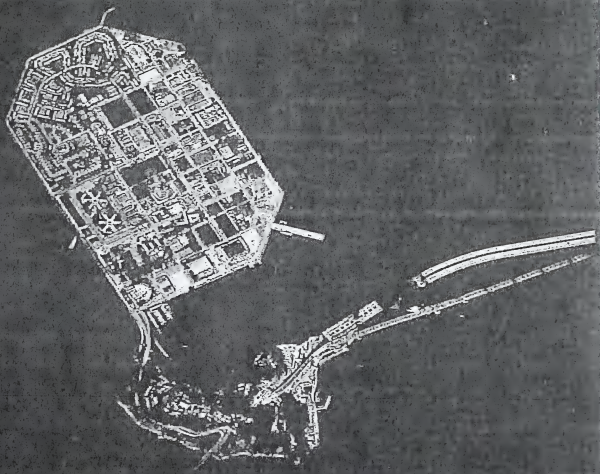
A LANGAN COMPANY

Proposal for:

Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/ Yerba Buena Island Development Project

Submitted to:

Treasure Island Development Authority
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Attn: Kate Austin



March 21, 2013

Site/Civil

Geotechnical

Environmental

Earthquake/Seismic

Surveying/Mapping

Traffic/Transportation

Landscape Architecture + Planning

Natural Resources/Permitting

Sustainable Design

1 415 955 5200 www.treadwellrollo.com www.langan.com

Treadwell&Rollo
A LANGAN COMPANY

21 March 2013

Kate Austin
Treasure Island Development Authority
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103

Subject: Proposal for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project
Request for Proposals (RFP) dated February 21, 2013

Dear Ms. Austin:

Treadwell & Rollo (T&R) is pleased to submit this proposal to provide environmental technical services for the Treasure Island/Yerba Buena Island Development Project to the Treasure Island Development Authority (TIDA).

Founded in San Francisco in 1988, T&R is an employee-owned corporation that has been providing environmental, geotechnical and earthquake engineering consulting services for the past 25 years from our Bay Area offices in San Francisco, Oakland, San Jose, and Sacramento. As part of Langan Engineering, we also have access to 11 other offices nation- and world-wide. Since the merger with Langan, we have added site/civil engineering as part of our services. We are an employee-owned company with over 70 staff in the Bay Area.

We have reviewed TIDA's RFP in detail and have a thorough understanding of the environmental program being performed by the Navy at Treasure Island/Yerba Island, including the Installation Restoration program, inactive fuel pipeline sites, the PCB program, the radiological program, the lead-based paint program and the asbestos-containing material program. T&R has extensive experience providing the environmental engineering and technical oversight services very similar to those requested for Treasure Island/Yerba Buena Island, as best exemplified by our 12 years of work on the Hunters Point Shipyard project with the Successor Agency to the San Francisco Redevelopment Agency. We believe that our work on the Hunters Point Shipyard project and other projects described in this proposal demonstrates the excellence of our team in performing these services. We would be excited to bring our years of experience to the benefit of TIDA for Treasure Island/Yerba Buena Island.

We have assembled a team to address specific environmental aspects that are important at Treasure Island/Yerba Buena Island. Dr. Gary Sandquist, a Certified Health Physicist and State of California Professional Engineer (Nuclear), will bring his Navy and military base expertise to the team to provide radiological peer review services. Other members of our team will address lead, asbestos, geotechnical, and community relations aspects of the project.

Should TIDA request an interview with our team, we would prefer to meet with you during the week of 1 April 2013, if possible. Unfortunately key personnel are unavailable to meet during most of the week of 8 April 2013. The following dates and times would work well for our team:

Monday, April 1 between 10:30 am and 2:00 pm
Tuesday, April 2 between 10:30 am and 2:00 pm
Wednesday, April 3 between 12:00 pm and 4:00 pm
Thursday, April 4 between 10:30 am and 4:00 pm

We are excited by TIDA's visions for Treasure Island as a new San Francisco neighborhood and a major new destination for visitors. We look forward working with TIDA on this project and to bringing TIDA's vision for this Bay Area treasure to fruition.

Sincerely yours,
TREADWELL & ROLLO, A LANGAN COMPANY

Dorinda Shipman, PG, CHG
Principal

Christopher Glenn, PE
Senior Project Engineer

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1.1 Introduction - Qualification and Capabilities

Treadwell & Rollo (T&R) is pleased to present this proposal for environmental technical services for Treasure Island/Yerba Buena Island in conjunction with the base closure, transfer, and redevelopment process. T&R is a corporation that is legally permitted and properly licensed to conduct business in the State of California (Certificate of Qualification #2976343) and perform the environmental engineering services identified in the RFP.

Founded in 1988 in San Francisco, T&R is still an employee-owned firm that has been providing environmental, geotechnical, and earthquake engineering consulting services for over 25 years from our Bay Area offices in San Jose, San Francisco, Oakland, and Sacramento. We provide high-end consulting services in geotechnical and environmental engineering to public and private clients throughout the San Francisco Bay Area and beyond. We also provide specialized technical capabilities in areas such as seismic engineering, landfill closure and redevelopment, groundwater modeling, and environmental remediation and cost estimating. Since our merger with Langan Engineering and Environmental Services, our capabilities have expanded to include site/civil engineering, traffic engineering, land surveying, landscape architecture, and environmental resource assessment. Since 2004, T&R has been a California-licensed Class A General Engineering Contractor with Hazardous Materials Removal certification. Under that license, we have performed a variety of environmental remedial actions, including projects on former military bases in the San Francisco Bay Area.

Our sub-consultant Acumen Industrial Hygiene (Acumen) was established in San Francisco in 1989, and is certified as a micro-local business enterprise (LBE). Acumen provides specialized services related to industrial hygiene, including indoor air, ambient air, and personnel sampling for dust, lead, asbestos, volatile organic compounds (VOCs), and other constituents. Acumen has worked with T&R on numerous projects in the Bay Area for over 10 years, including other military sites such as Hunters Point Shipyard.

Our sub-consultant Applied Science Professionals, LLC was established in Utah in 1998 and is a veteran-owned federal small business. Owner, Dr. Gary Sandquist, is an American Board Certified Health Physicist and a Registered Professional Engineer (Nuclear) in California with over 40 years of experience. Applied Science Professionals will assist the project team by providing radiological review services.

Our sub-consultant Divis Consulting was established in San Francisco in 2004 and is certified as a micro LBE. Owner Christian Divis is a professional geotechnical engineer with experience with geotechnical investigation and evaluation. His support will be available to TIDA is addressing geotechnical aspects of the Navy's actions or planned redevelopment at Treasure Island/Yerba Buena Island.

Our sub-consultant Daniller Consulting was establish in San Francisco in 2004 and is a women-owned LBE. Owner Gia Daniller-Katz provides public outreach and communications programs throughout the San Francisco Bay Area. Her support will be available to TIDA in addressing community involvement aspects for Treasure Island/Yerba Buena Island.

1.2 Proposal Organization

This section of our proposal presents our overall qualifications and technical capabilities. Section 2 presents a summary of the environmental program at Treasure Island/Yerba Buena Island, describes our familiarity with radiological contamination issues, and describes our familiarity with military properties and base closure, including our specific experience on three former military bases in the Bay Area: Hunters Point Shipyard, the Presidio of San Francisco, and Mare Island Naval Shipyard. Section 3 lists the examples of writing and presentation materials that are attached as required by the RFP. Section 4 describes three projects of a similar nature that we have performed within the past five years. A description of the key staff that will be assigned to this project and their resumes are included in Section 5. An overall annual budget for the three-year term is provided in Section 6. Three letters of recommendation are provided in Section 7 and the various forms required by the RFP are provided in Section 8. Appendix A includes LBE certifications for our sub-consultants, and Appendix B includes requested contract language modifications.

1.3 Overall Qualifications and Capabilities.

Our project team is supported by the overall expertise of our firm in the fields of civil and environmental engineering, geotechnical engineering, data management, and natural resource assessment. The full range of T&R's capabilities is summarized below.

- **Environmental Engineering**
  T&R works with project teams to provide leading-edge, focused, streamlined investigations and risk-based remediation. We excel in promoting and gaining regulatory acceptance of risk-based strategies to obtain cost-effective site closures. T&R possesses expertise in a wide variety of projects including state Voluntary Cleanup Programs, Brownfields, RCRA, State and Federal Superfund, Manufactured Gas Plants (MGP) and Storage Tank programs. Our environmental services include remediation, hydrogeology, human health risk assessment, probabilistic cost estimating, and landfill closure.
- **Geotechnical Engineering**
  We work closely with our clients and the design and construction team to engineer cost-effective geotechnical solutions appropriate for the proposed structures and the governing site conditions. Our reputation as a premier geotechnical consultant has been earned by managing hundreds of projects involving complex, technically challenging sites where highly specialized site preparation, foundations, and fast-track engineering solutions are required. Our geotechnical services include:
  - Seismic Engineering
  - Subsurface Investigations
  - Foundation Design
  - Materials Analysis
  - Soil and Rock Mechanics
  - Retaining Structures
  - Slope Stabilization
- **Geographical Information System (GIS)/Data Management**
  T&R utilizes the latest CADD, GIS, and Data Management software applications to analyze and design cost-effective solutions to our clients' problems. Our CADD-GIS group provides custom training, programming, and technical support to both our staff

and to our clients in Autodesk's Map, Land Desktop and Civil 3D, as well as ESRI's ArcGIS suite of applications including ArcMap, ArcEditor, and ArcInfo and their assorted extensions. T&R utilizes SITEOPS software for value engineering and to provide design optimization of land development projects. We use Earthsoft's EQuIS Chemistry and Geology products to manage large datasets for our environmental and geotechnical clients, and use GIS, Rockworks, GMS and EVS to visualize the data. Langan also uses 3D Studio and various post-production products to create computer-generated animations of our clients' projects, allowing them to see the virtual design before construction.

Upon our merger with Langan, additional capabilities have become available to this project, as follows.

- **Civil Engineering**
  As an integral component of the design team, T&R works closely with the owner to develop conceptual site plans and realistic cost estimates. Our deadline-oriented professionals are available to our clients 24/7 to ensure timely approvals and permits to advance projects toward construction, occupancy, and – ultimately – revenue. We also support projects with construction inspection and overall project management. T&R has extensive experience with master planning and working for developers.
- **Natural Resources**
  T&R has developed strong relationships with federal, state and local regulators through our experience in more than 1,000 wetland and permitting projects. Our Natural Resource staff consists of certified professional wetland scientists, ecologists and wildlife biologists with extensive experience throughout the United States. Our federal and state permitting specialists work closely with our engineers to design a "permittable" project while providing the most economic return to our clients. Our ability to identify critical natural resource issues early in the design process and our in-depth understanding of regulatory programs and policies result in an expedited application and approval process.

1.4 Military Base Expertise

Our project principal, Dorinda Shipman, PG, CHG, has extensive field, reporting and management experience with Navy projects in the Pacific. During her career, Dorinda managed large CERCLA, RCRA and petroleum projects for the Navy's CLEAN program at bases in the Pacific Division. She received "Exceeds Expectations" ratings, the highest given, for her management of a large Remedial Investigation/Feasibility Study (RI/FS) project. Since 1999, she has consistently worked with on the Hunters Point Shipyard project, first through the San Francisco Department of Public Works (DPW) through as-needed services contracts, then with the former San Francisco Redevelopment Agency in 2003 and now the Successor Agency.

Our project manager, Christopher Glenn, PE, LEED GA is a remediation engineer and manager, who has been working on military remediation and base closure sites for over 15 years since interning with the Navy BRAC office in Pearl Harbor, Hawaii prior to graduate school. Prior to joining T&R, Chris was the technical lead on remediation projects at other military bases, including several Air Force installations in Southern and Central California. He has further developed his expertise in proving peer review services through his involvement on the Hunters

Point Shipyard project, where his focus is on technical review for the Navy's remediation work at that Site and participating in meetings with the Navy and City/developer team.

For Hunters Point Shipyard, Sigrida Reinis, PhD, PE, brought her unique decision analysis and probabilistic cost estimating expertise to bear to provide a third-party remediation cost estimate and assist the City on evaluating a potential early transfer offer proposed by the Navy and a comparative cost estimate provided by the developer that estimated costs would be ten times that of the Navy's. For the initial cost estimate we compiled and adsorbed over 20 years of investigation and cleanup work to quickly provide a probable range of costs for negotiation and decision making purposes that provided a clear basis for and enabled the City's to make a "No-Go" decision. Sigrida will provide senior engineering review and participates in meetings as needed.

T&R has additional military base expertise through our work at the Presidio of San Francisco and Mare Island Naval Shipyard. Under our California Class A General Engineering Contractor's license and Hazardous Materials Removal certification, we have performed a variety of environmental remedial actions, including on former military bases and Superfund sites in the San Francisco Bay Area, including Mare Island Shipyard and The Presidio. We further highlight our breadth of relevant experience on military and Superfund site projects in Sections 2 and 4.

1.5 Breadth of Expertise

T&R's experience working for the military, municipalities, developers, and community advisory groups enables us to work effectively and congenially with individuals from the broad range of backgrounds who will likely be involved with the Treasure Island/Yerba Buena project. We routinely assist municipal and private clients with preparing Fact Sheets and presentations and in presenting environmental impact, risk assessment, and cleanup management to the public, giving us insight into communicating complex technical details to laypersons.

T&R has extensive expertise with environmental remediation projects and technologies on military, municipal, developer, and industrial sites. Our experience includes performance of remedial feasibility studies, and design, construction and monitoring of numerous physical, chemical, and biological remediation approaches. We would bring our remediation experience to support technical review of the Navy's environmental program at Treasure Island/Yerba Buena Island.

In addition, T&R has an active litigation support and expert witness practice. Dorinda Shipman and Sigrida Reinis have provided expert testimony in State cases. Litigation support work typically includes critical review of reports, depositions, and other technical documents – often numbering in the hundreds of individual items – and ultimately assembling data and forming opinions regarding historical site operations, past and current site environmental conditions, relative contributions to site impacts due to the various potentially responsible parties, and projected remediation costs for all impacted media. Our ability to perform these types of services, under firm deadlines established by the courts, is illustrative of the depth and extent of our capabilities and of the strength of our commitment to our clients.

We also provide surety support services. Our surety consulting practice focuses on working with insurance companies and their attorneys to investigate and resolve construction claims.

Often cases revolve around a contractor and an owner dispute wherein a demand is made upon the insurance company's bond to either: resolve the issue with the existing contractor, tender a new contractor to complete the disputed work, or pay the bond's penal sum and walk away. This requires an intensive effort on our part where we need to quickly assess the issues (both technically and contractually), advise our client as to both their strengths and weaknesses in the dispute, and provide input on how to proceed. In some cases, our role has evolved into the Engineer of Record for the dispute resolution and project completion plan. Our surety practice is both technically and geographically diverse, with case experience (including case assignments) ranging from drainage structures in Florida to directional drilling in Virginia, from landfills in New York to drainage issues in Hawaii. Our ability to perform these services for the surety industry provides further evidence of the depth and extent of our capabilities, including technical peer review for environmental and geotechnical projects.

1.6 Dedication to Local Business Enterprise Program

T&R recognizes and supports the City's goal to provide opportunities to small and micro local businesses enterprises (LBEs). We are experienced in providing a portion of the scope of work to these LBEs. For example, for our Hunters Point Shipyard project with the Successor Agency to the Redevelopment Agency, we utilized LBEs to assist with asbestos monitoring and field testing portion of our contract. We understand that that the Agency has followed the advertisement process to meet the SBE requirement for outreach for this contract.

For the Treasure Island/Yerba Buena Island project, T&R has teamed with three LBEs, Acumen Industrial Hygiene, Divis Consulting, and Daniller Consulting to provide project services. Documentation of our proposed sub-consultant's LBE certification is included in Appendix A.

1.7 Trainee Hiring

Although a Trainee Hiring Goal is not specifically required by this RFP, T&R is dedicated to utilizing the support of local-area trainees whenever possible. We have experience in mentoring these trainees, and it has been our experience that the trainees gain a significant amount of knowledge about our industry, and end up staying with our firm longer than the required amount of time. Examples of this experience are highlighted below.

In 2007, T&R made an effort to search for a local intern to support the Hunters Point Shipyard project. Mr. Robert Milano applied and was hired as an intern in April 2007 and was promoted to Staff Scientist in April 2008. Mr. Milano's current position is Senior Staff Scientist. Shant'e Austin was referred to T&R in January 2010 by a contact within the San Francisco Development Agency. Ms. Austin was hired as an intern in February 2010 and worked part-time on the Hunters Point project through May 2011. Her current position is Field Technician, and she is periodically collecting monitoring data for the vapor mitigation system (which T&R designed, oversaw installation, and prepared an Operation & Maintenance Plan) at the Environmental Justice Center in Heron's Head Park, located in the Southern Waterfront of San Francisco. In 2011, Kabir Mundkur approached T&R for an intern position and was hired as a summer intern on the Hunters Point Shipyard project from June 20, 2011 to August 25, 2011.

T&R is dedicated to continuing the effort to support local interns and trainees.

2.0 Summary of Environmental Programs at Treasure Island/Yerba Buena Island

In 2006, the Navy prepared two Findings of Suitability for Transfer (FOSTs) which found approximately half of Treasure Island and the majority of Yerba Buena Island suitable for transfer by deed. The first FOST included four large parcels on Treasure Island, including the TI Core Transfer Parcel, TI Southwest Transfer Parcel A, TI Southwest Transfer Parcel B, and the TI Southeast Transfer Parcel. The second FOST included a single parcel on Yerba Buena Island, the YBI Transfer Parcel. Within the FOST areas, petroleum hydrocarbon and polychlorinated biphenyl (PCB) impacts to soil and groundwater are the only ongoing environmental issues. Various notifications including those for asbestos-containing material (ACM), residual petroleum contamination, lead-based paint (LBP), PCBs, and hazardous substances as well as restrictions on groundwater use are required for the FOST.

Following additional progress of the environmental program at the Treasure Island/Yerba Buena Island, the Navy prepared another FOST in 2010, which found additional parcels within Treasure Island to be suitable for transfer. These parcels, which in general were smaller than those identified in the 2006 FOSTs, included Parcels 1 through 9, the Submerged Parcel (excluding Site 27), the Battery Site, the Torpedo Building, Site 28, and the East Side Freeway On-Off Ramps.

The Navy's environmental program at Treasure Island/Yerba Buena Island falls under the following six programs:

- The Installation Restoration (IR) program, including CERCLA and petroleum sites;
- Inactive Fuel Pipeline Sites;
- The PCB Program;
- The Radiological Program;
- The Lead-Based Paint Program; and
- The Asbestos-Containing Material Program.

CERCLA Sites

Approximately half of the CERCLA sites at Treasure Island/Yerba Buena Island have attained regulatory concurrence for No Further Action (NFA) and are closed. The remaining open sites include Sites 6, 12, 21, 24, 27, 30, 31, 32, and 33. In addition, Sites 8, 11, and 29 are currently on-hold pending completion of the Bay Bridge East Span Seismic Safety Program, and environmental work is scheduled to resume in 2015. The active CERCLA sites are at various stages of the CERCLA process. The following summarizes the environmental program at each of these sites.

- Site 6 is the former Navy Fire Training School and was used for various firefighting training activities. Contaminants of concern (COCs) include dioxins and furans, total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), and polycyclic aromatic hydrocarbons (PAHs). The Navy completed a data gap investigation in 2010, and a Remedial Investigation (RI)/Feasibility Study (FS) was scheduled to be completed in late 2012 and will be followed by a Proposed Plan (PP) and Remedial Action Plan (RAP).

- Site 12 (Old Bunker Area) is a large parcel (about ¼ of Treasure Island) located on the northwestern portion of the island. COCs include PCBs, PAHs, dioxins, TPH, metals, Radium-226 and solid waste. The Navy is currently excavating and screening soils from three soil waste disposal areas (SWDAs) along the shoreline. An additional SWDA called Bigelow Court will begin removal action in 2013. TPH with arsenic is present in groundwater at the Site and will be addressed in an FS scheduled for late 2013.

- Site 21 (Vessel Waste Oil Recovery Area) was used to unload waste oils from ships and transfer the oil to an oil-water separator facility. COCs include TPH and VOCs. The Record of Decision (ROD)/RAP for the Site were scheduled to be completed in late 2012 and preparation of the Land Use Control (LUC) Remedial Design (RD) is currently underway.

- Site 24 (Dry Cleaning Facility) is a combination of former CERCLA sites where boiler operations, above-ground storage tanks, and laundry facilities have resulted in environmental impacts. COCs include petroleum, oil, lubricants, and chlorinated solvents. Phase III of a treatability study using anaerobic in situ bioremediation to address VOCs in groundwater is underway and groundwater monitoring continues. The Navy is currently preparing the Draft PP and Draft RAP for this Site.

- Site 27 (Clipper Cove Skeet Range) was used for skeet shooting using lead shot. COCs include lead shot, lead, and PAHs. A ROD/RAP was finalized in April 2012 and an RD is currently being prepared.

- Site 30 (Daycare Center) was previously undeveloped land prior to use as the Navy's daycare center. Buried debris and burned trash were found and subsequently capped with a concrete pad. Remaining COCs include dioxins and metals. An RI, FS, ROD, and LUC RD have been finalized for this Site. At present, annual LUC inspections are ongoing and planning for a radiological scoping survey is underway.

- Site 31 (Former South Storage Yard) was used as a storage yard, although the exact nature of operations within the storage yard are not known. COCs include lead, dioxins, PAHs, PCBs, TPH, and radium-226. The Navy finalized a Remedial Action Work Plan (RAWP) in January 2012 for excavation and radiological characterization at the Site. Following remedial action implementation, a gamma walkover survey will be performed.

- Site 32 (Former Training and Storage Area) was used for parking, storage of hazardous materials, and training activities. COCs include PCBs, TPH, dioxins, pesticides, and arsenic. PCB remediation was performed in 2010 and groundwater monitoring indicates little to no residual COCs. No further action is recommended for groundwater. The Navy is currently preparing a ROD/RAP and performing a radiological survey at the Site.

- Site 33 (Water Line Replacement Area) is a site where crews observed debris in the trench for a water line. COCs include arsenic and lead. The Navy is currently conducting excavation for soil remediation and will perform a radiological characterization of the

Site. A Remedial Action completion Report (RACR) is expected following the remedial action.

Petroleum Sites

The majority of petroleum sites at Treasure Island/Yerba Buena Island have obtained NFA concurrence from the regulatory agencies and are currently closed. The two petroleum sites that remain open are Site 6 and UST 238.

- Site 6 is described above as part of the CERLCA program. In addition to the CERCLA issues, petroleum is a COC as a result of several above- and below-ground storage tanks (ASTs and USTs). Groundwater monitoring continues semi-annually at the Site. An additional investigation in the vicinity of removed USTs is being planned.

- UST 238 is a suspected UST located with the US Coast Guard Site. A ground penetrating radar search for this UST was performed but results were not conclusive. Further investigation is on hold pending completion of the Bay Bridge project.

Inactive Fuel Pipeline Sites

Fuel lines were installed at Treasure Island/Yerba Buena Island to support operations at the Site and transported gasoline, diesel, bunker C fuel, and other petroleum products. The majority of the pipeline system has been removed or abandoned in place, and most have received regulatory closure. Two fuel lines, YF3 and UCSG, have not yet received regulatory closure.

- Additional investigation was requested by the Regional Water Quality Control Board (RWQCB) at the YF3 pipeline. A report of the additional investigation at the YF3 pipeline was scheduled for September 2012. A screening-level ecological risk assessment is currently in progress.

- NFA was requested at USCG pipeline, however NFA was not granted and additional investigation was requested by the regulatory agencies. A work plan for additional investigation is currently in preparation.

The PCB Program

PCBs have been investigated at several of the sites included in the CERCLA program. The Navy performed investigation of all known former PCB-containing equipment. The final action under the PCB program was completion in 2011 of a Post-Construction Summary Report (PSCR) for a removal action performed at Site 32. No additional investigation or remediation is planned under the PCB program and is the program is considered closed.

The Radiological Program

The Navy completed a Historical Radiological Assessment (HRA) in 2006 to document use of radioactive materials and to present a history of radiological operations performed at Treasure Island/Yerba Buena Island. A number of sites were identified for further evaluation in this

report. In 2012, the Navy issued a draft HRA Supplemental Technical Memorandum to update the findings of the 2006 HRA. Additional radiological sites for further evaluation were identified in this document. A number of radiological sites have already received concurrence for free release by the California Department of Public Health.

The following summarizes additional radiological investigation underway or planned at Treasure Island/Yerba Buena Island:

- Building 233 (Radiation Detection, Indication, and Computation Instrument Calibration School) reportedly had a spill of radium sulfate, and students at the school inadvertently tracked radiological materials from the spill throughout the building. Demolition of the building was performed in 2011, and the Navy is currently completing the characterization, remediation, and Final Status Survey (FSS) for the building footprint and surrounding areas.
- At Site 12, radiological surveys are being performed as part of removal of the SWDAs along the shoreline. Phase I of this field work was scheduled for completion in February 2013. Second phases of work are planned. Following the second phase and potential third phases of field work, RACR/FSS documents will be prepared.
- Additional radiological investigation is being performed at CERCLA Sites 6, 12, 31, 32, and 33 in conjunction with the investigation and remediation efforts under the CERCLA program.

The Lead-Based Paint Program

LBP may be present on surfaces of buildings at Treasure Island/Yerba Buena Island based on the era of construction of these buildings (pre-1978). Abatement and hazard reduction measures have been implemented, including stripping original paint or covering with 20-year encapsulating paint. To ensure hazard reduction measures remain protective, a re-evaluation survey is conducted every 2 years.

Soils surrounding buildings with LBP have been investigated and abated in areas of bare soil; however LBP may exist beneath concrete and asphalt surrounding these buildings. The Navy will either abate or require the future property owner to abate any LBP hazards found in existing residential facilities within 1 year of transfer.

The Asbestos-Containing Materials Program

Surveys for ACM have been completed at existing buildings at Treasure Island/Yerba Buena Island. Remedies for ACM were implemented. All known damaged, friable or accessible ACM has been abated within the FOST areas and remaining ACM does not pose a threat to human health. Preparation of a Basewide Asbestos Survey and Abatement document scheduled to begin in 2014. No further ACM-related abatement is expected.

Additional Programs

In addition to the environmental programs, the Navy participates in BCT meetings, provides updates to the Site Management Plan (SMP), and conducts a Community Relations Program. Meetings are held monthly with the BCT to discuss current topics, issues, and decisions that pertain to the environmental program. The SMP is updated annual to identify sites closure schedules and strategies, and to aid in management of the environmental restoration sites.

Community relations activities are performed in accordance with the 2008 Community Relations Plan. The Navy hosts Restoration Advisory Board meeting regularly. Newsletters are prepared twice per year for distribution to the Treasure Island/Yerba Buena Island community mailing list. Fact sheets, proposed plans, work notices, and public notices are prepared as needed for commencement or completion of significant milestones in the environmental program. An information repository is maintained at the San Francisco Main Public Library.

2.1 Familiarity with Military Properties and Base Closure Remediation Sites

T&R has provided professional services related to military and/or base closure remediation projects for several Bay Area military bases, including Treasure Island itself.

Our familiarity with military properties and base closure remediation sites is best exemplified though our work at Hunters Point Shipyard. T&R has been providing peer review and other professional services related to the cleanup of Hunters Point Shipyard since first entering into contract with the City of San Francisco in 1999. We have also provided a broad range of professional environmental services to the Presidio Trust, ranging from "clean closure" of four landfill sites to on-going management of the basewide groundwater monitoring program. In addition, we have assisted master developer Lennar Mare Island (LMI) with the environmental remediation of multiple impacted sites within the former Mare Island Shipyard by performing targeted removal actions. We have also provided geotechnical and seismic engineering services related to the redevelopment of both the Presidio and the former Treasure Island Naval Station. Furthermore, we have been working with the Port of San Francisco on the Pier 70 redevelopment project since 2007. Pier 70 was formerly a ship building and repair site for Bethlehem Steel during World Wars I and II. All five of these former military bases and shipyards are located in the San Francisco Bay Area and are progressing toward full redevelopment and reuse with a mixture of residential, commercial, and open space land uses. The following section provides detailed descriptions regarding our professional experience related to the remediation and redevelopment of former military properties.

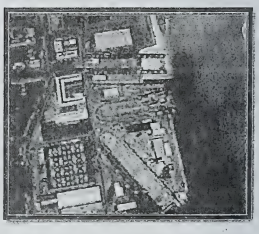
Our work on these projects has been informed by our knowledge of the CERCLA (Superfund) process, which provides the regulatory framework for taking a site from a preliminary site investigation through remediation to final closure. Military projects also typically fall under the Base Realignment and Closure (BRAC) Program, which ultimately results in either transfer or early transfer to a public entity such as a municipality, depending on whether the former base has been fully or partially remediated to the satisfaction of the regulatory agencies. For these Bay Area projects, the regulatory agencies typically include the US Environmental Protection Agency (EPA), Regional Water Quality Control Board (RWQCB), and Department of Toxic Substances Control (DTSC). The Presidio of San Francisco and Mare Island Shipyard underwent

an early transfer, whereupon final remediation work was carried out by The Presidio Trust and Lennar Mare Island, LLC, respectively, whereas the Hunters Point Shipyard is currently on track to undergo a traditional transfer to the City. After transfer, the City will be responsible only for long-term operation and maintenance of the Shipyard, which will be performed under regulatory oversight.

2.2 Familiarity with Radiological Contamination Issues

Our work on the Hunters Point Shipyard and the Campus Bay (former Zeneca site in Richmond, California) projects provides T&R with the knowledge and experience to manage the radiological contamination issues at TI and assist the TIDA in communicating regarding these issues to the regulators, City agency's and the public. We have assembled a team specifically to address the radiological contamination issues at Treasure Island/Yerba Buena Island. Dr. Gary Sandquist, a Certified Health Physicist (CHP) and State of California Professional Engineer (Nuclear) will bring his experience with Navy and military base radiological issues and as a naval officer to provide radiological peer review services. Dr. Sandquist has provided expertise in radiation safety and remediation activities, served as the CHP for radiological operations, performed radiological risk assessments, served a Radiation Safety Officer, provided radiation training and oversight, and has implemented Multi-Agency Radiological Survey and Site Investigations (MARSSIM). He has experience developing site conceptual models, including radiation exposure pathways, receptor doses, and determining of MARSSIM Derived Concentration Guideline Levels. Dr. Sanquist's familiarity with radiological issues and MARSSIM make him well qualified to provide peer review of those Navy documents projected for Treasure Island/Yerba Buena Island such as Work Plans for Radiological Characterization and Final Site Survey Reports (FSSs).

2.3 Treasure Island Naval Station



Since the late 1980s, T&R has been performing geotechnical investigations and studies at Naval Station Treasure Island for various public and private clients. In 1995, we began assisting the City and County of San Francisco, Military Base Conversion Office, Citizens Reuse Committee, and the Treasure Island Development Corporation with the development of the Treasure Island Reuse Plan, including studies of existing site and subsurface conditions and engineering evaluation of site development constraints. As part of the Treasure Island Community Development consultant team, we have evaluated geologic and seismic hazards at the property; including the potential for soil liquefaction and lateral spreading, perimeter stabilization and stabilization of critical infrastructure for emergency response, settlement associated with liquefaction-induced reconsolidation and Bay Mud consolidation, and provided conceptual design criteria for building foundations and site improvements. We have participated in public forums and meetings on behalf of the City and County of San Francisco and the Treasure Island Community Development team.

2.4 Hunters Point Shipyard

The professional environmental services that we have provided for the Hunters Point Shipyard project over the past 12 years have included the following.

- Peer Review of Navy's Remediation-related Documents: We have provided ongoing review and comment on documents prepared by the Navy's contractors in conjunction with both the CERCLA (Superfund) and Petroleum Hydrocarbon cleanup programs, including:
  - Treatability/Pilot Study Technical Memoranda, Work Plans, and Completion Reports,
  - RI Reports,
  - Additional Site Characterization and Data Gap Investigation Reports for soil, soil gas, and groundwater,
  - FS Reports and Radiological Addenda to FSs,
  - RAWPs,
  - Time-critical Removal Action (TCRA) Completion Reports,
  - RACRs,
  - Findings of Suitability for Early Transfer (FOSETs),
  - FOSTs,
  - RD Packages, which have included a Design Basis Report, Remedial Action Monitoring Plan, LUC RD, Operation and Maintenance (O&M) Plan, and Opinion of Probable Construction Cost,
  - RODs,
  - PPs,
  - Corrective Action Plans (CAPs),
  - Basewide Groundwater Monitoring Program Annual Reports,
  - Wetlands Mitigation and Monitoring Plan,
  - Landfill Gas Monitoring Reports,
  - Federal Facilities Agreement (FFA) schedules,
  - Five-Year Reviews,
  - Geotechnical Reports involving slope stability, liquefaction potential, and revetment wall design, and other documents.
  - We review the Navy's responses to comments and revised documents to track issue resolution.
- Identified the potential presence of methane and landfill gas at Parcel E-2 that lead to the Navy's design and installation of a cut-off wall, methane and landfill gas monitoring system, and methane extraction and treatment program.
- Assisting the Successor Agency to the San Francisco Redevelopment Agency (Agency) in pursuit of a radiological license exemption for the IR-7/IR-18 area on Parcel B.
- Written an opinion letter on the transfer of Parcel A.
- Prepared various iterations of a probabilistic cost estimate for remediation of the entire land-side portion of the shipyard (at that time Parcels B through E) for the City's use in "early transfer" negotiations that were in progress with the Navy when we first began work in 1999.

- Prepared a probabilistic cost estimate for remediation for the City of San Francisco's (City's) use in then-ongoing negotiations with the Navy and Lennar's consultant (MACTEC) related to an early transfer cooperative agreement (ETCA) for those two parcels. Also assisted the City with preparation of detailed cost estimates for long-term costs, such as groundwater monitoring and monitoring/reporting of institutional controls, which would become the responsibility of the City seven years after early transfer.
- Maintain the City's Arcview/GIS database for the shipyard and, utilizing that information, prepared figures, presentation inserts, and other graphical materials upon Agency request.
- Attend monthly Base Closure Team (BCT) meetings and technical (e.g., Triad) meetings with BCT as wells as bi-weekly environmental team meetings/conference calls, and participate in periodic BCT-related site walks. The triad meetings occur periodically over the course of specific treatability studies, and involve the review of the most recent field data and discussion of next steps, so that the study is as successful as possible and yields the desired technical information.
- Assisted the environmental team with drafting of the Risk Management Plan (RMP).
- Attend and assist in presentations and participate in discussion and for technical (e.g., BCT) and non-technical (e.g., Citizen's Advisory Committee) meetings.
- Update the project document archive database (Access) and submitted a hard copy of the database contents to the City on a monthly basis.
- Update the document review schedule and periodically distributed it to the environmental team members.
- Assisted the City in responding to public comments on the Hunters Point Candlestick Point Phase II Environmental Impact Report.
- As requested, provide the Agency with technical assistance on a wide variety of tasks as specific needs were identified.

2.5 Presidio of San Francisco – The Presidio Trust

We have been providing the Presidio Trust with professional environmental and geotechnical services for over 12 years. We engineered and managed the "clean closure" of four uncontrolled landfills located in or in close proximity to the coastal bluffs overlooking the Pacific Ocean, including Baker Beach Disturbed Areas 3 and 4, Landfill 4, and Fill Site 5. In conjunction with the remediation of Baker Beach Disturbed Area 3, the historical road leading to the gun battery was uncovered and restored, which necessitated a slope stability analysis and a slope strengthening design, which were performed by our geotechnical staff. Our services also resulted in the removal of soils impacted by lead and polycyclic aromatic hydrocarbons (PAHs) located in several firing ranges. This work entailed removal of impacted sand along the Crissy Field shoreline, which had to be performed during very low tides. We also assisted the Trust with the remediation of soils impacted by petroleum hydrocarbons in several locations within the Presidio. In total, we have assisted the Trust in remediating and closing out 12 distinct

sites within the Presidio, thereby assisting in the conversion of this former military base into a National Park. In addition, we have been managing the basewide groundwater monitoring program for 12 years. The groundwater monitoring program tasks have included sounding, purging and sampling over 200 wells, installing wells as requested by the Trust, managing and interpreting the chemical data, and producing a groundwater monitoring report for each sampling period. T&R effectively utilizes Geographic Information Systems in the groundwater monitoring program to produce a variety of maps and figures, which incorporate many types of GIS data into report preparation, including topography, surface and subsurface hydrology, geology, land use, and infrastructure pulled from multiple sources and agencies.

During the course of our work at the Presidio, we have prepared documents spanning the full range of CERCLA (Superfund) and Petroleum Hydrocarbon cleanup activities, from site characterization to remedial action completion, including:

- Additional Site Characterization and Data Gap Investigation Reports for soil and groundwater,
- Lead-based Paint RAP
- FS Reports,
- RAWPs,
- RACRs,
- RD Packages, which have included engineering drawings and specifications as well as Engineer's Cost Estimates,
- CAPs,
- Basewide Groundwater Monitoring Program Quarterly, Semi-annual and Annual Reports,
- Geotechnical Reports related to slope stability and site improvements,
- Monitoring well abandonments,
- Naturally-occurring asbestos exposure assessments and other documents.

Our work within "Area A" of the Presidio, which encompasses the near-shore portion of land along the Bay and Pacific Ocean, required close coordination of all documents and activities with National Park Service professional staff. Our work along the shoreline at Crissy Field involved coordination and permitting with numerous Federal and State agencies, including the Bay Conservation and Development Commission (BCDC) and the US Army Corps of Engineers.

In addition to the technical environmental services, our firm has also provided environmental and geotechnical engineering services related to the former military base's conversion. For example, the former Public Health Services District hospital which is now the Presidio Landmark, is an adaptive re-use of a six-story 220,000 square foot historic building – the largest historic landmark in the park – into 154 apartment units ranging from 400-1,500 square feet. T&R provided preliminary geological and geotechnical services and an environmental assessment for

the due diligence phase of the former Presidio Health Service District (PHSD) site at the southwest portion of San Francisco's Presidio. The environmental assessment included soil sampling, preparation of a Site Management Plan (SMP), field oversight of soil handling procedures, and preparation of a Completion Report, which was approved by DTSC. Subsequently, T&R performed a design level geotechnical investigation for the new development, provided geotechnical services during construction, prepared an Environmental Site Assessment, and completed an asbestos and lead paint survey. T&R also provided geotechnical consultation and field services for extensive roadway improvements at the PHSD for Presidio Trust.

2.6 Presidio of San Francisco – Golden Gate National Park Conservancy

We provided to the Golden Gate National Park Conservancy with environmental remediation services under our California Class A General Engineering Contractor's License to remove approximately 1,436 tons of impacted soil from a bluff overlooking the Golden Gate. This work also involved close coordination with the professional staff of the National Park Service and numerous contractors. All of the environmental remediation was performed under a very tight schedule, which was tied to the public ceremonies celebrating the 75th anniversary of the opening of the Golden Gate Bridge.

2.7 Mare Island Naval Shipyard – Lennar Mare Island, LLC (LMI)

At the former Mare Island Naval Shipyard in Vallejo, California, T&R has assisted Lennar Mare Island LLC (LMI) in preparing former shipyard facilities for reuse by investigating, preparing cleanup plans and remediating structures, concrete and soil contaminated with PCBs, petroleum hydrocarbons, and metals. T&R has completed work at ten sites slated for commercial and industrial reuse. The work has been performed under oversight by both Federal (USEPA) and State (DTSC and RWQCB) regulatory agencies.

At four sites, surface concrete and underlying soil were sampled and evaluated for PCB contamination in accordance with requirements and protocols of the Toxic Substances Control Act (TSCA) to allow closure at one site and additional remediation at the remaining sites. PCB-contaminated concrete and soil were excavated and disposed off-site, with confirmation sampling indicating remaining materials to be below approved cleanup levels. We also assisted LMI in preparing Land Use Covenants for sites where residual contamination could not be removed completely. At one site, we removed an oil/water separator and petroleum-hydrocarbon and lead impacted soil and from a former "varnish plant." Excavated material was properly disposed of off-site, import material was placed and compacted, and the site restored for commercial/industrial use. The most recent project has involved sampling and removal of impacted soils related to former fuel oil pipeline (FOPL) segments.

SECTION 3: Writing and Presentation Materials

T&R is submitting the following writing, compilation, graphics, and presentation materials as samples of our work, in accordance with the requirements of the RFP.

- Original comment letters (5) – The technical comment letters listed below were prepared in support of the Hunters Point Shipyard project by either Chis Glenn or Christina Simmons, with support from Dorinda Shipman or Sigrida Reinis prior to transmittal for review, revision, and submittal to the Navy.
    1. Comments regarding *C, Hunters Point Shipyard*, dated March 2011; draft dated April 1, 2011.
    2. Comments regarding *Draft In Situ Anaerobic Bioremediation Treatability Study* , dated 27 January 2011; draft letter dated February 4, 2011.
    3. Comments on Revised *Draft Technical Memorandum Soil Vapor Investigation In Support Of Vapor Intrusion Assessment, Parcels B, D-1, G and UC-2*, dated August 2012; draft letter dated September 28, 2012.
    4. Comments on *Draft Site Characterization and Bench-Scale Treatability Study Report for Installation Restoration Site 03, Parcel E*, dated September 2012; draft dated October 2012.
    5. Comments on *Hunters Point Naval Shipyard*, dated October 2012; draft letter dated December 15, 2012.
- Original opinion letter (1) – Report primarily authored by Dorinda Shipman with assistance of Sigrida Reinis, Tom Campitelli, and John Gouchon, and in cooperation with SFDPH (Amy Brownell); some figures prepared by others (as noted).
    - *NOTE: This item is attached under separate cover.*
    1. Draft Executive Summary Regarding the Environmental Remediation of the Hunters Point Shipyard, dated April 2010.
- Original tables, spreadsheets, or graphs (3) – Examples of deliverables for Hunters Point Shipyard and Century Center projects, prepared by Christopher Glenn, Sigrida Reinis, Thomas Campitelli, and/or LinLi Peng.
    1. Table 1, Asbestos Air Monitoring Data, Parcel A, Hunters Point Shipyard, San Francisco, California, showing data from 3 August 2006 through 25 July 2012.
    2. Appendix B-1, Asbestos Data Graph, Parcel A, Hunters Point Shipyard (Undated).
    3. Preliminary Remediation Technology Screening for Groundwater Remediation, Century Dry Cleaner Site, Modesto, California.
- Original drawings, figures, or maps (5) – Examples of deliverables for HPS, Pier 70, and Texas Instruments projects, prepared by Thomas Campitelli or Clay Stratham.
    1. Presidio Map with Sampling Areas and Groundwater Basins, Presidio Trust.
    2. A Aquifer TCE Concentration Contour Map Comparison of 2005 and 2011, Texas Instruments.
    3. Site Conceptual Model, Parcel E-2 Landfill, Hunters Point Shipyard.
    4. Proposed Development Plan, Pier 70 Master Plan Area, San Francisco, California.
    5. OU-1, Subunit 2 Site Plan and Groundwater Analytical Results, Texas Instruments, Inc., Santa Clara, California.

SECTION 3: Writing and Presentation Materials

- Presentations (3)
  - Design, Construction, and Performance Monitoring of Vapor Mitigation Systems, presented by Dr. Sigrida Reinis at Hunters Point Shipyard Base Closure Team [BCT] meeting, 26 September 2006.
  - Navy's Proposed Plan for Parcel E-2 Presentation. Presented By Dorinda Shipman and Amy Brownell at Hunters Point Shipyard Citizens Advisory Committee Meeting on September 14, 2011.
  - Comments on Draft Feasibility Study Remedial Action Plan for the Zeneca/Former Stauffer Chemical Plant, presented by Dorinda Shipman at a meeting of the Richmond Southwest Shoreline Community Advisory Group on 12 March 2009.
    - Please note that this presentation was prepared by a team, including subconsultants, under the direction of Ms. Shipman.

San Francisco City and County
Department of Public Health
Environmental Health Section
Hazardous Waste Program

Gavin Newsom, *Mayor*
Mitchell H. Katz, *Director of Health*

Rajiv Bhatia, *M.D., M.P.H.*
Director of Environmental Health

February 4, 2011

Mr. Keith Forman
BRAC Environmental Coordinator
Hunters Point Shipyard
Southwest Division
Naval Facilities Engineering command
1455 Frazee Road, Suite 900
San Diego, CA 92108

Draft In Situ Anaerobic Bioremediation Treatability Study Completion Report, Remedial Unit C1, Building 253, Hunters Point Shipyard, dated 27 January 2011.

This letter contains comments from the City and Lennar.

General Comment:

1. Based on analytical and field results following the Step 2 anaerobic bioremediation, we concur that bioaugmentation and emulsified vegetable oil (EVO) injection was the proper course of action. As a result, however, the planned oxidative treatment was not performed. Does the Navy intend to perform this oxidative portion of the treatability study following completion of the anaerobic bioremediation?

2. Will the Navy perform the additional 1.5 years of monitoring needed to evaluate the EVO injections and to make a definitive conclusion regarding the efficacy of this technology?

Specific Comments:

1. **Section 1.4.1, Page 2:** Consider adding a brief description of the previous chemical oxidation treatability study, including the dates and type of reagent used. This information would aid in understanding whether the previous chemical oxidation could have had an impact on the bioremediation treatability study. For example, whether sulfate was left behind by a persulfate treatment and whether microbial communities have had sufficient time to fully recover from any damage done by the oxidant.

2. **Section 3.0, Page 11, 1st paragraph, last sentence:** Consider replacing the word "directly" with "through a biologically-mediated reaction," because the current wording seems to imply that the reaction is direct and abiotic, rather than biologically-mediated.

3. **Section 4.1.2.1, Page 15, 1st paragraph:** Consider adding an explanation as to why the substrate dosing was reduced from 2.5% to 2% on June 22, 2009.

4. **Section 5.1.4, Page 24:** Consider noting that the volatile fatty acids (VFA) analyses presented on the previous page are a more precise measure of the concentration of sodium lactate breakdown products.

5. **Section 7.1, Page 43, 2nd paragraph:** It would be worth noting that although better distribution of sodium lactate and/or EVO may be possible through longer injection times and higher pressure, the current level of distribution may be sufficient for much of the site. A cost-benefit analysis should be performed prior to full-scale implementation to weigh the need for distribution with the added costs of achieving that distribution.

6. **Section 7.4, Page 44:** Based on the results of Steps 1 and 2, it seems reasonable to conclude that if sodium lactate were applied for full-scale remediation, multiple applications (greater than two) of the sodium lactate would be required to reach remediation goals.

7. **Section 7.4, Page 44:** For potential use during a full-scale anaerobic bioremediation, we recommend stating the length of time following sodium lactate injection that the groundwater appeared to be suitable for bioaugmentation (i.e., when a sufficiently reducing environment for the microbes was created).

8. **Section 7.4, Page 44:** Consider noting in the recommendations section that the bioaugmentation performed during the treatability study may boost dehalococcoides levels in this vicinity for a long duration and that bioaugmentation may not be required during a full-scale application of anaerobic bioremediation.

Sincerely,

Amy D. Brownell

Amy D. Brownell, P.E.
Environmental Engineer

cc: Melanie Kito, Navy
James Whitcomb, Navy
Leslie Lundgren, CH2M Hill
Lara Urizar, Navy
Chris Yantos, Navy
Hamide Kayaci, Navy
Simon Loli, Navy

Bob Hunt, Navy
Mark Ripperda, USEPA
Sarah Kloss, USEPA
Karla Brasaemle, TechLaw
Ryan Miya, DTSC
Ross Steenson, RWQCB
Tiffany Bohee, Mayor's Office
Thor Kaslofsky, SFRA
Jeff Austin, GeoSyntec
Jeff Fenton, Mactec
Dorinda Shipman, Treadwell Rollo
Elaine Warren, OCA
Celena Chen, SFRA
Barry Steinberg, KutakRock
Gordon Hart, Paul Hastings

San Francisco City and County
Department of Public Health
Environmental Health Section
Hazardous Waste Program

Edwin M. Lee, *Mayor*
Barbara A. Garcia, MPA, *Director of Health*
Rajiv Bhatia, *M.D., M.P.H.*
Director of Environmental Health

April 4, 2011

Mr. Keith Forman
BRAC Environmental Coordinator
Hunters Point Shipyard
Southwest Division
Naval Facilities Engineering Command
1455 Frazee Road, Suite 900
San Diego, CA 92108

Draft Remedial Design and Design Basis Report for Parcel C, Hunters Point Shipyard, dated March 2011

This letter contains comments from the City and Lennar.

Specific Comments:

1. **Section 5.1.1.5, Page 5-3, Bullet #2**: Please consider collecting the excavation floor samples from the same lateral location of (i.e., directly beneath) previous samples exceeding the RG and/or soils with visible staining. This seems more justifiable than placement of randomly-located samples, which may be collected from areas that did not exceed the RG in the first place.

2. **Section 5.1.2, Page 5-6, Bullet #2**: Please consider clarifying this bullet point to state that the areas required to be within the influence of the SVE system will be based on the soil gas sampling. The assumed radius of influence of each SVE wells, however, will be based on the previous TS and not the soil gas sampling.

3. **Section 5.5, Page 5-31, 3rd Bullet from Bottom**: When evaluating "energy consumption minimization" of combining the SVE systems, it may be useful to consider whether head losses through longer lengths of piping outweighs the energy expenditure of having separate blowers.

4. **Appendix C, Design Drawings, Drawing C-3:** Please consider adding a column to the table listing the perimeter of each excavation. Without this information, it is not possible to verify whether the number of sidewall samples accurately reflects the requirement of "one per 20 foot of sidewall," as stated in Section 5.1.1.5.

5. **Appendix C, Design Drawings, Drawing C-8, Detail 2:** There is an un-labeled material at the ground surface outside the "erosion resistant layer." Also, while the "erosion resistant

layer" is properly labeled, it uses the same symbol as for concrete. Please consider changing this to avoid confusion during construction.

6. **Appendix D, Soil Cover Maintenance Plan:** The maintenance plan for the soil cover appears adequate, however there is no maintenance plan for the portion of Parcel C to be covered by asphalt and/or concrete. Please consider whether a maintenance plan is required for these areas.

7. **Appendix D, Soil Cover Maintenance Plan, Section 2.3.4, 1st paragraph:** Previous Navy RDs have more precisely defined conditions for which an extra inspection would be performed (for example, after a magnitude X earthquake located within X miles of the site). We suggest using the same standard in this document.

Sincerely,

Amy D. Brownell

Amy D. Brownell, P.E.
Environmental Engineer

cc: Melanie Kito, Navy
James Whitcomb, Navy
Leslie Lundgren, CH2M Hill
Lara Urizar, Navy
Chris Yantos, Navy
Hamide Kayaci, Navy
Simon Loli, Navy
Bob Hunt, Navy
Mark Ripperda, USEPA
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Dorinda Shipman, Treadwell & Rollo | Langan
Elaine Warren, OCA
Celena Chen, SFRA
Barry Steinberg, KutakRock
Gordon Hart, Paul Hastings

SFDPH
Environmental HEALTH
improving environments protecting health

San Francisco
Department of Public Health

Edwin M. Lee
Mayor
Barbara Garcia *MPA*
Director of Health
Rajiv Bhatia *MD, MPH*
Director of Environmental Health

September 28, 2012

Mr. Keith Forman
BRAC Environmental Coordinator
Hunters Point Shipyard
Southwest Division
Naval Facilities Engineering Command
1455 Frazee Road, Suite 900
San Diego, CA 92108

Comments on Revised Draft Technical memorandum Soil Vapor Investigation In Support Of Vapor Intrusion Assessment Parcels B, D-1, G and UC-2, dated August 2012

Dear Keith:

This letter contains comments from the Health Department.

Specific Comments:

1. **Section 2.3, page 2-2, first paragraph:** There are eleven parcels at HPNS, including Parcel UC-3.
2. **Section 2, general:** The 2006 TCRA for radiological contamination has been completed at several HPNS Parcels (i.e., Parcel UC-2, Parcel B, etc.). Please update the closure status throughout.
3. **Section 4.1, page 4-3, ninth paragraph:** Tiers are not adequately defined. For example, "Tier 1" and "Tier I" are compared prior to identifying "Tier I" as a separate designation from "Tier 1." Please consider defining "Tiers 1 and 2" prior to defining "Tiers I and II" for PAHs and pesticides. Please include a description of how Tiers I, II, 1, and 2 sampling locations are related to the HHRA tiered evaluation approach.
4. **Section 5.3, page 5-2, first paragraph:** Text states "*Based on results for samples collected from the initial 77 locations, a total of 115 additional locations were identified as possible Tier 2 locations, including Tier II PAH or pesticide sampling locations or reserved stepout locations.*" However, Section 4 states that no samples were collected from Tier II locations based on the initial sampling results, so why were Tier II locations included in the 115 additional Tier 2 sampling locations?
5. **Section 7.3, page 7-5, seventh paragraph:** Please note the Parcel location for the IR sites listed.
6. **Section 7.3, page 7-5:** It is not clear why chloroform, acetone, cycohexane, and benzene are the only VOCs discussed. Additional VOCs (i.e, TCE) are also shown to exceed SGALs in Tables 7-6 through 7-9.
7. **Figures 4-2 to 4-4:** Please add geotechnical soil sample identifiers to Figures 4-2 through 4-4.

Hunter's Point Shipyard Program
1390 Market Street
Suite 410
San Francisco, CA 94102
Phone 415.252.3967
Fax 415.252.3889
www.sfenvironmentalhealth.org

8. **Figure 4-2:** Please update designations for "locations to be moved before collection of soil gas."
9. **Tables 5-1 to 5-4:** The text states that Tables 5-1 through 5-4 list the soil gas sampling locations at Parcels B, D-1, G, and UC-2, respectively, including final collection rationale. However; these tables read as proposals for sampling rather than a summary of the work that was completed. Please revise the tables to clarify whether samples were actually collected as well as final collection rationale. Also, some notes state that locations may be adjusted (or are shown as adjustments on figures), please revise to state if and how the adjustments were made (i.e., sample location IR26B017 in Table 5-1).
10. **Tables 5-1 to 5-4:** Many sampling locations shown on Figures 4-1 to 4-4 are not summarized in Tables 5-1 to 5-4. Please add sampling information and rationale included for all sampling conducted during this SVI.
11. **Tables 5-1 to 5-4:** Some Tier II locations were sampled, but the text states this was not required (e.g., sample location PA55B014 is shown as sampled per Figure 4-2, but designated as Tier II in Table 5-2). Please revise these discrepancies and/or explain sampling rationale.
12. **Tables 5-1 to 5-4:** Adjusted collection depths are provided for sampling locations with "Bank" or "Tier II" status designations (for IR26B010, IR26B013, IR51B032, etc.). Were these locations sampled? If not, why are adjusted collection depths provided?
13. **Table 5-1:** IR26B010 is listed on Figure 4-1 as a location with "no volatile detection in prior soil sample," but Table 5-1 lists this location for VOCs. Please revise discrepancy.
14. **Table 5-1:** Sample location IR10SVI05 is not shown in grid G5 of Figure 4-1.
15. **Table 5-1:** The Figure 4-1 grid block for sample location IR46B030 is incorrectly listed in Table 5-1.
16. **Table 5-2:** IR55B027 is listed as "collect," but the location is not shown as sampled on Figure 4-2.
17. **Table 5-2:** IR71SVI14 is listed as a groundwater sample, but I don't believe a groundwater sample was actually collected. Rather, the location seems to have been selected based on anticipated plume migration as noted. Please confirm.
18. **Table 5-3:** The Figure 4-3 grid blocks for sample locations are incorrectly listed in Table 5-3 (i.e., IR09B010, IR09B011, IR09B012, etc.). Please check Table 5-3 for consistency with Figure 4-3.
19. **Tables 7-#:** Tables should be listed in numerical order.
20. **Table 8-2:** Referenced Figures 7-2, to 7-5 are not included in the report.

Minor Comments:

1. **Section 7.4, page 7-11, last paragraph:** Typo "on-sit"
2. **Table 8-2:** Formatting of first column title needs to be revised.

Sincerely,

Amy D. Brownell

Amy D. Brownell, P.E.
Environmental Engineer

cc: Melanie Kito, Navy
Leslie Lundgren, CH2M Hill
Lara Urizar Navy
Craig Cooper, USEPA
Karla Brasaemle, TechLaw
Ryan Miya, DTSC
Ross Steenson, RWQCB
Tina Low, RWQCB
Wells Lawson, CCSF
Jeff Austin, GeoSyntec
Dorinda Shipman, Treadwell & Rollo | Langan
Elaine Warren, OCA
Barry Steinberg, KutakRock
Gordon Hart, Paul Hastings

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San Francisco
Department of Public Health

Edwin M. Lee
Mayor
Barbara Garcia *MPA*
Director of Health
Rajiv Bhatia *MD, MPH*
ector of Environmental Health

October 17, 2012

Mr. Keith Forman
BRAC Environmental Coordinator
Hunters Point Shipyard
Southwest Division
Naval Facilities Engineering Command
1455 Frazee Road, Suite 900
San Diego, CA 92108

Comments on Draft Site Characterization and Bench-Scale Treatability Study Report for Installation Restoration Site 03, Parcel E, dated September 2012

Dear Keith:

This letter contains comments from the Health Department.

1. **Section 5.3.2 (Effect of Temperature on NAPL Extractability from Impacted Soil):** It seems that the treatability study was designed to evaluate volatilization and dissolution of NAPL, rather than mobility (flow) of NAPL under the NAPL pressure head and groundwater gradient that would be present during dual-phase extraction. Please consider discussing whether the treatability study has provided information about NAPL mobility. Also, the lack of NAPL volatilization at 65 and 90 degrees should have been fairly predictable given that the NAPL fingerprint showed compounds with boiling points well over 90°C, even at the lightest end of the range.

2. **Section 5.3.3 (TPH Concentration and Mass), Page 48, last paragraph:** We agree that the lack of NAPL removal may be due to the soil hydrocarbon concentration being below residual saturation levels, however portions of IR-03 clearly contain NAPL above residual saturation, otherwise NAPL would be measurable at monitoring points. Will the treatability study be repeated on soil from those areas above residual saturation?

3. **Section 5.3.3 (TPH Concentration and Mass), Page 50, first paragraph:** Please consider clarifying the statement that residual NAPL after thermal treatment would not pose an environmental threat to the Bay. It is true that the NAPL itself may not be mobile, but it would serve as a source for dissolution in groundwater, which would then be mobile and may present a threat to the Bay.

unter's Point Shipyard
Program
1390 Market Street
Suite 410
San Francisco, CA 94102
Phone 415.252.3967
Fax 415.252.3889
w.sfenvironmentalhealth.org

4. **Section 6.1.1 (Effectiveness), Page 51, second paragraph:** This paragraph and the bullet points appear to discuss the feasibility/implementability of thermal treatment, rather than effectiveness. Please consider moving this discussion to Section 6.1.2 (Implementability).

5. **Section 9.3 (Recommendations), Page 62, 2nd bullet:** Given that the total TPH concentration in the composite soil samples for the bench-scale treatability study were lower than other NAPL-impacted soil samples collected from the site, would the Navy consider repeating the bench-scale treatability study on a sample more representative of the higher-impact areas?

6. **Section 9.3 (Recommendations):** Please consider performing a bail down and recovery test at wells with NAPL to determine a rate of NAPL recoverability. A recovery rate at the NAPL lower viscosities associated with higher temperature could be inferred using the viscosity data obtained during the treatability study.

Sincerely,

Amy D. Brownell

Amy D. Brownell, P.E.
Environmental Engineer

cc: Melanie Kito, Navy
Leslie Lundgren, CH2M Hill
Lara Urizar, Navy
Craig Cooper, USEPA
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Elaine Warren, OCA
Barry Steinberg, KutakRock

Gordon Hart, Paul Hastings

SFDPH
Environmental HEALTH
improving environments protecting health

San Francisco
Department of Public Health

December 15, 2012

Edwin M. Lee
Mayor
Barbara García *MPA*
Director of Health
Rajiv Bhatia *MD, MPH*
Director of Environmental Health

Mr. Keith Forman
BRAC Environmental Coordinator
Hunters Point Shipyard
Southwest Division
Naval Facilities Engineering Command
1455 Frazee Road, Suite 900
San Diego, CA 92108

Comments on Draft Work Plan Parcel C Remedial Action, Remedial Units C1, C4, and C5, and Building 241 (Excludes C2), Volumes I and II, Hunter's Point Naval Shipyard, dated October 2012

Dear Keith:

This letter contains comments from the Health Department.

General Comments:

1. To the extent that previous decision documents for this site allow flexibility in the remedial approach following excavation, the Navy may want to consider alternatives to what appears to be the default approach for all excavations: landfilling of excavated soil from the property and replacement with imported soils. For those excavations that are driven by just one (or a very small number of) soil samples and/or samples that barely exceed the remediation goals, performing relatively minor treatment the soil on-site and then replacement of the treated soil may be a significantly less costly, lower impact solution that also improves social factors such as the number of trucks driving through the Bayview neighborhood.

2. **Section 6**: Please consider adding a more detailed explanation as to how the excavation boundaries were chosen. It seems that that the excavation boundaries have been drawn to encompass all soil samples collected previously, including those that did not exceed remediation goals. What is the rationale for performing an excavation in areas where soil samples did not contain concentrations above remediation goals? It seems that excavation in these areas may not be necessary.

3. **Section 7**: Please consider adding rationale for the radius of influence (ROI) depicted on the SVE figures. An explanation of why the ROI varies between certain locations may be appropriate as well.

Hunter's Point Shipyard Program
1390 Market Street
Suite 410
San Francisco, CA 94102
Phone 415.252.3967
Fax 415.252.3889
www.sfenvironmentalhealth.org

4. **Section 7 and Figure 30**: We note that no SVE operations are planned in the southern portion of SVE Area 1 as depicted on Figure 30. Please consider adding an explanation and justification for is in Section 7.

Specific Comments:

1. **Figures 18a and 23a**: For the majority of the figures depicting soil excavation areas and proposed confirmation sample locations, the proposed bottom confirmation sample seems to be appropriately located to evaluate whether soils exceeding the remedial goal have been removed. However, for Figures 18a and 23a, relocation of the proposed bottom confirmation sample may be appropriate. On Figure 18a, please consider placing the bottom confirmation sample in the western portion of the excavation area, where previous soil samples exceeded remedial goals. On Figure 23a, consider placing the bottom confirmation sample in the southern portion of the excavation for the same reason.

2. **Figure 27**: there seem to be an abundance of soil vapor monitoring points within the core of the SVE remediation area, but very few on the edges. Consider adding one or two soil vapor monitoring points at the east and south edges of the SVE remediation area for verification of ROI and remedial progress in these areas.

3. **Figure 28**: The same comment as for Figure 27 applies here. Please consider adding soil vapor monitoring points at the west and east edges of the SVE remediation area.

4. **Figure 44**: Please consider adding a monitoring well with the C5-2 areas for chromium remediation to monitor the progress of remediation.

5. **Appendix D, Section 1.0, page 1-1**: Please reference the most current version of the Basewide Dust Control Plan – Revision 1, dated November 29, 2010, and verify that Appendix D is consistent with this document.

Minor comments:

1. **Section 1.0, page 1-1, 2nd paragraph, first sentence**: Replacement of word "alliance" with "compliance" may be appropriate.

2. **Section 6.3, second sentence on page 6-6**: The word "lifts" is missing from the end of this sentence.

3. **Figure 21a**: In the legend, please replace "Excavation Area" with "Planned Parcel C Remedial Action Excavation Area" for consistency with other figures.

Sincerely,

Amy D. Brownell

Amy D. Brownell, P.E.
Environmental Engineer

cc: Melanie Kito, Navy
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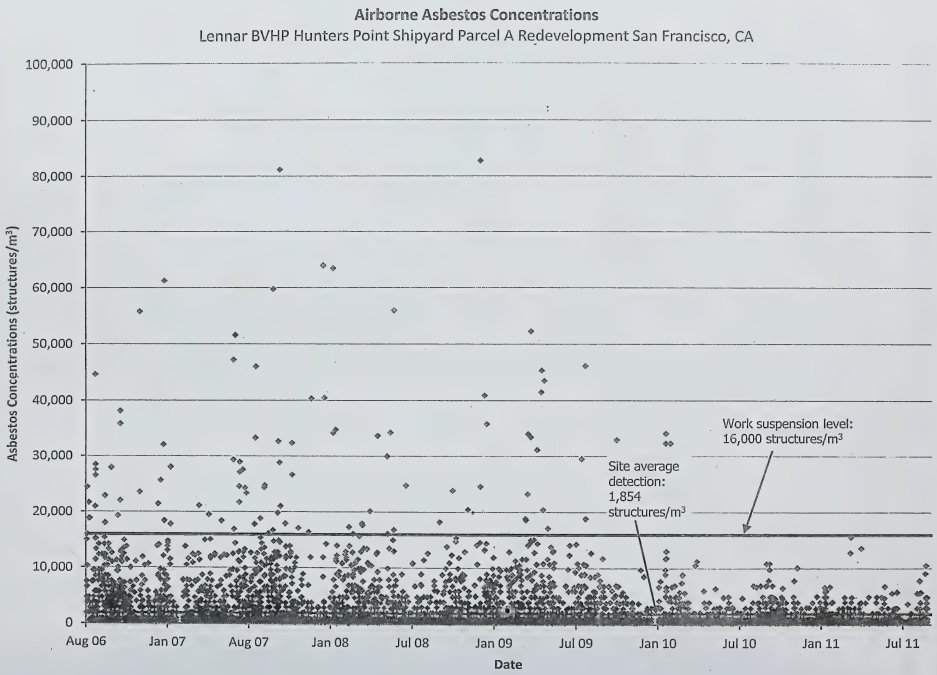
Elaine Warren, OCA
Barry Steinberg, KutakRock
Gordon Hart, Paul Hastings

Opinion Letter Example

Opinion letter example is attached under separate cover.


Airborne Asbestos Concentrations
Lennar BVHP Hunters Point Shipyard Parcel A Redevelopment San Francisco, CA
Asbestos Concentrations (structures/m³)
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
0
Aug 06
Jan 07
Aug 07
Jan 08
Jul 08
Jan 09
Jul 09
Jan 10
Jul 10
Jan 11
Jul 11
Date
Work suspension level:
16,000 structures/m³
Site average
detection:
1,854
structures/m³

0.0009	S
0.0019	S
0.0028	S
0.0095	V
0.0009	V
<0.0009	V
	G
0.0152	G
0.0114	S
0.0019	S
<0.0009	V
0.0009	V
<0.0009	S
<0.0009	G
0.0047	G
0.0057	G
0.0085	S
<0.0010	G
0.0084	G
0.0047	G
<0.0010	G
<0.0009	G
0.0020	G
0.0058	G
0.0038	S
0.0038	S
0.0009	V
<0.0009	V
<0.0009	G
0.0038	G
0.0085	G
0.0047	G
0.0028	G
0.0047	G
0.0048	G
	G
0.0010	G
	G
0.0047	G

0.0028										G
										((
<0.0009										D
										((
0.0009										G
0.0038										G
										((
0.0018										G
0.0009										G
<0.0009										G
										((
0.0009										S
0.0009										G
										((
0.0381										G
0.0113										G
										((
0.0028										G
										((
0.0048										G
0.0028										G
0.0009										G
0.0019										G
0.0029										G
0.0009										G
<0.0009										G
NA										G
										((
0.0037										G
<0.009										G
0.0005										G
<0.0009										S
<0.0010										G
<0.0010										G
<0.0010										G
										((
<0.0010										G
<0.0009										G

<0.0009										
<0.0010										G
										((
0.0028										G
<0.0009	<0.0009									G
0.0010	0.0031									G
<0.0009	<0.0009									G
<0.0009	<0.0010		<0.0010		0.0085		<0.0010			G
0.0041	<0.0010		<0.0010		0.0018		0.0030			G
<0.0009	<0.0010		0.0010		<0.0010		0.0030			G
<0.0010	<0.0009		0.0104		0.0010		<0.0010			G
<0.0010	<0.0010	<0.0010	<0.0010	0.0058	<0.0010	0.0010	0.0057	0.0201		G
<0.0009	0.0010	0.0010	<0.0010	0.0030	<0.0010	0.0046	0.0070			G
0.0036	<0.0010	0.0010	0.0039	0.0039	0.0018	0.0010	0.0143	0.0174		N
<0.0010	<0.0009	0.0010	0.0010		<0.0010	0.0010	0.0010	0.0009		N
<0.0010	<0.0009	< 0.0010	<0.0010		<0.0010	0.0010	0.0029	< 0.0009		N
		0.0029				< 0.0010		0.0089		
<0.0010		0.0010				0.0038		0.0029		G
										((
0.0040										G
<0.0010		0.0005				< 0.0005		0.0014		G
										((
<0.0010										G
0.0009		0.0019				< 0.0010			0.0049	G
0.0010		0.0049				0.0019			0.0029	G
										((
<0.0009		0.0020		0.0214		< 0.0009		0.0028		G
0.0009		0.0010				0.0019		0.0145	0.0039	G
0.0009		0.0010				0.0019		0.0019	< 0.0010	S
										((
<0.0010		0.0010				< 0.0010			< 0.0010	R
		< 0.0010				< 0.0010		0.0019	0.0010	
< 0.0010		0.0039				0.0039		0.0194	0.0097	G
< 0.0010		0.0039				0.0019		0.0078	0.0256	G
< 0.0010		< 0.0009				0.0059		0.0142	0.0040	S
< 0.0010		0.0010				0.0009		0.0134	0.0038	S
										((
< 0.0010		0.0019		0.0010		< 0.0010		0.0068	0.0039	R

										((
< 0.0009		< 0.0010				< 0.0010		0.0029	< 0.0010	G
		< 0.0010				0.0010		0.0019	< 0.0010	N
< 0.0010		< 0.0005				0.0037		0.0056	< 0.0009	G
< 0.0009		0.0010				0.0105		[illegible]	0.0010	G
		0.0178		0.0048		0.0019		0.0088	0.0280	S
		< 0.0009				< 0.0010		< 0.0010	< 0.0010	S
0.0019										N
< 0.0010		< 0.0009				0.0010		0.0066	0.0010	N
< 0.0010		< 0.0010				0.0030		0.0129	0.0038	N
										((
< 0.0009		< 0.0010				0.0019		0.0066	0.0029	G
< 0.0009		0.0078								G
										((
0.0010		0.0078				0.0048		0.0087	0.0010	G
< 0.0009		0.0010				< 0.0010		0.0019	0.0010	G
< 0.0009		< 0.0010				0.0058		0.0150	0.0138	G
										((
<0.0010		< 0.0010				0.0028		0.0129	0.0019	G
<0.0010		0.0010				0.0010		0.0116	0.0029	G
<0.0010										G
<0.0010		0.0010		0.0019		0.0029		0.0029	0.0078	G
<0.0009		< 0.0010				0.0040		0.0020	< 0.0010	G
		NA				< 0.0009		< 0.0006	< 0.0010	N
<0.0010										N
<0.0010		0.0010				< 0.0010		0.0077	< 0.0010	N
<0.0010		0.0010		< 0.0009		0.0020		0.0010	< 0.0010	G
										((
<0.0010										G
<0.0010										G
<0.0009		< 0.0010		< 0.0009		< 0.0010		0.0020	< 0.0010	G
<0.0010										G
<0.0009		< 0.0009				< 0.0010		< 0.0010	< 0.0010	G
										((
<0.0009		< 0.0010				< 0.0010		< 0.0010	< 0.0010	G
<0.0009		< 0.0010				0.0020		0.0029	< 0.0009	G
<0.0010		< 0.0010				< 0.0010		0.0010	< 0.0010	G
<0.0010		< 0.0010				< 0.0009		0.0049	0.0029	G
<0.0009										G

<0.0009	<0.0010	<0.0009	0.0059	0.0059	0.0087		G
<0.0009	<0.0009		0.0019	0.0010	< 0.0010		N
<0.0009	<0.0009		< 0.0010	0.0030	< 0.0009		N
0.0010	0.0010						
			< 0.0010	0.0019-175	0.0057		G
<0.0009	0.0019		< 0.0010	0.0087	0.0010		G
<0.0010	0.0009		0.0020	0.0118	0.0150		G
<0.0009	<0.0009		0.0019	0.0058	0.0068		G
<0.0009	0.0029	<0.0009	<0.0010	0.0020	0.0038		G
0.0010	<0.0010		0.0049	0.0128	0.0019		N
<0.0010	<0.0010						
			0.0030	0.0094	0.0059		G
<0.0009	<0.0009		0.0079	0.0107	0.0029		G
<0.0010	<0.0010	<0.0010	0.0010	0.0029	0.0010		N
<0.0009	<0.0009		0.0048	0.0086	0.0058		G
0.0030	<0.0010		<0.0009	0.0009	< 0.0010		G
0.0195	<0.0009						G
0.0332			0.0038	0.0146	0.0020		N
<0.0009	<0.0010		0.0151	0.0142	0.0089		G
<0.0010	0.0066	0.0009	Not analyzed[3]		0.0019	0.0067	G
<0.0009	0.0048						
			<0.0010		0.0056	0.0130	S
<0.0009	<0.0010		0.0029		0.0077	0.0099	G
<0.0010	<0.0010		<0.0009		0.0010	0.0010	G
0.0019	<0.0009		0.0009		0.0009	0.0029	G
<0.0009	< 0.0009		< 0.0009		0.0019	0.0058	G
<0.0010	< 0.0010		0.0019		0.0038	0.0048	G
<0.0009	0.0010		0.0019		0.0049	0.0067	G
<0.0009	< 0.0010		0.0010		0.0019	0.0018	G
<0.0009	< 0.0010	< 0.0009	< 0.0010		0.0019	0.0019	G
<0.0009	0.0010		0.0009		0.0019	0.0080	G
<0.0010	0.0010		0.0009		0.0066	0.0104	G
<0.0009	< 0.0010		< 0.0010		0.0019	5.70	G
<0.0009	< 0.0010	< 0.0010	0.0019		0.0019	0.0109	G
<0.0010	0.0010		0.0039		0.0069	0.0053	G
<0.0010	0.0010	0.0009	0.0010		0.0118	0.0078	G
0.0010	0.0039		0.0077		0.0029	0.0136	G
<0.0010	0.0019		< 0.0009		0.0010	0.0020	G
0.0009	< 0.0009						

			< 0.0010				0.0010			< 0.0010	0.0119	G
	<0.0010		< 0.0010				0.0019			0.0095	0.0059	G
	<0.0010		< 0.0010		< 0.0010		0.0010			0.0067	0.0049	G
	<0.0009		0.0010				< 0.0010			0.0057	0.0099	G
	<0.0010		< 0.0010				< 0.0010			0.0020	0.0040	G
	<0.0010		< 0.0010		< 0.0010		< 0.0010			0.0097	[illegible]	G
	<0.0010		< 0.0010				< 0.0010			0.0293	[illegible]	G
	<0.0010		< 0.0010				< 0.0010			0.0029	0.0010	G
	<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0010	S
	<0.0010											S
	<0.0009		<0.0009				<0.0010			0.0144	[illegible]	R
	<0.0010		<0.0010		<0.0009		<0.0010			<0.0010	<0.0010	G
	<0.0010		<0.0010				<0.0010			0.0076	0.0050	S
	<0.0010		<0.0010				<0.0010			0.0076	0.0108	S
	<0.0010		<0.0010				<0.0010			0.0095	0.0127	R
	<0.0010											N
	<0.0010		<0.0010				<0.0009			0.0113	0.0108	G
	<0.0010		<0.0009				0.0010			0.0029	0.0039	G
	<0.0009		<0.0009				<0.0010			0.0039	[illegible]	G
	<0.0010		<0.0009		< 0.0010		<0.0010			0.0271	[illegible]	G
	<0.0009		<0.0010				<0.0010			0.0038	[illegible]	S
			<0.0010				<0.0010			0.0010	0.0020	N
	<0.0010		0.0010				<0.0010			0.0070	0.0104	R
	<0.0010		<0.0010				<0.0009			0.0010	0.0020	G
	<0.0010		<0.0010				0.0039			0.0020	[illegible]	G
	<0.0010		<0.0009				0.0009			0.0275	[illegible]	G
	<0.0009		<0.0010		< 0.0010		0.0119			0.0128	[illegible]	G
	<0.0009		<0.0010				<0.0010			0.0039	[illegible]	G
	<0.0010		<0.0009		<0.0009		0.0099			0.0242	[illegible]	G
	<0.0010		<0.0010				Not analyzed			0.0088	0.0114	G
	<0.0010		<0.0010				<0.0005			0.0067	0.0069	S
	<0.0010		<0.0010				0.0010			0.0233	0.0057	R
	<0.0010		<0.0010				0.0019			0.0048	0.0107	S
	<0.0009		<0.0009				<0.0010			0.0048	0.0099	S
	<0.0010		<0.0010		<0.0010		0.0010			0.0059	0.0105	R
	<0.0010		<0.0009				<0.0010			0.0039	0.0148	G
	0.0020		<0.0009				0.0010			0.0030	<0.0010	G
	<0.0010		<0.0010		<0.0010		<0.0010			0.0075	0.0143	G
	<0.0009		<0.0009				<0.0010			0.0030	0.0109	G

0.0009		<0.0010		[illegible]		<0.0010			0.0030	0.0109	
<0.0010		<0.0010		0.0030		0.0010			0.0050	[illegible]	S
<0.0010		0.0030		0.0099		0.0010			0.0049	[illegible]	R
<0.0009		<0.0010		0.0038		<0.0010			0.0039	0.0127	G
<0.0009		<0.0010		0.0019		0.0009			0.0028	0.0038	G
<0.0009		<0.0010		0.0075		0.0097			0.0188	[illegible]	G
<0.0009		0.0010		0.0029		0.0075			0.0154	[illegible]	G
<0.0009		0.0030				0.0038			0.0109	[illegible]	S
0.0019		(not analyzed)[4]									S
<0.0009		(not collected)[6]									C
<0.0010		<0.0009				<0.0010			0.0125	[illegible]	R
<0.0009		0.0009		0.0136		0.0060			0.0243	[illegible]	G
<0.0009		<0.0010				0.0019			0.0247	[illegible]	G
<0.0009		<0.0009				0.0010			0.0019	0.0115	S
<0.0010		0.0010				0.0116			0.0106	0.0069	R
<0.0010		<0.0009				<0.0010			<0.0010	0.0116	G
<0.0010		<0.0010				0.0010			0.0029	0.0048	G
<0.0009		0.0010				<0.0010			0.0058	0.0149	G
(not analyzed)[7]		0.0009		0.0162		<0.0009			0.0048	0.0076	G
		<0.0010				0.0028			0.0040	0.0030	W
<0.0010											W
0.0010		<0.0009		0.0029		0.0010			0.0030	0.0069	G
<0.0010		<0.0010		<0.0010		0.0020			<0.0010	0.0019	G
<0.0010		<0.0010		0.0089		0.0010			0.0107	[illegible]	G
<0.0010		0.0010		0.0010		0.0010			0.0113	[illegible]	G
<0.0009		<0.0009		<0.0010		<0.0010			0.0119	0.0066	G
<0.0010		<0.0009		<0.0010		0.0075			0.0010	0.0100	W
<0.0010											W
<0.0010		<0.0010		0.0020		<0.0010			0.0167	[illegible]	G
<0.0010		0.0010		0.0116		0.0010			0.0597	[illegible]	G
		0.0010		0.0020		<0.0010			0.0148	0.0019	S
		<0.0010		0.0039		<0.0010			0.0010	0.0048	S T
<0.0010		<0.0010		0.0010		<0.0010			0.0069	0.0080	R
<0.0010											W
<0.0010		<0.0010		0.0029		<0.0010			0.0127	[illegible]	G
<0.0009		0.0010		0.0019		0.0038			0.0058	0.0097	G
<0.0009		<0.0010		0.0119		<0.0010			0.0010	0.0048	G
0.0010		<0.0010		0.0029		<0.0009			<0.0010	0.0039	G

<0.0010		< 0.0009		0.0060		< 0.0009			< 0.0010	< 0.0009	G
<0.0010		< 0.0010		0.0062		< 0.0010			< 0.0010	0.0020	G
<0.0009		< 0.0010		0.0020		< 0.0010			0.0010	< 0.0009	C
0.0009		< 0.0009		0.0086		0.0010			< 0.0010	< 0.0010	Ir
		< 0.0010		0.0085		< 0.0010			0.0019	0.0019	Ir
<0.0009		0.0010		0.0085		< 0.0010			0.0067	0.0067	Ir
0.0010		0.0009		0.0030		0.0010			0.0138	0.0084	Ir
<0.0010		< 0.0009		< 0.0010		0.0010			0.0098	0.0020	S C
<0.0009		< 0.0010		< 0.0010		0.0009			0.0020	0.0142	S L
<0.0010		< 0.0010				< 0.0010			0.0010	0.0069	R
<0.0010		< 0.0010				< 0.0010			0.0020	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0009	0.0028	Ir
<0.0009		< 0.0010		0.0020		< 0.0010			0.0048	0.0048	Ir
<0.0009		< 0.0010				< 0.0009			< 0.0010	< 0.0009	Ir
<0.0010		< 0.0009				0.0010			0.0139	[illegible]	Ir
<0.0009		< 0.0010				0.0010			0.0010	0.0010	Ir
<0.0009		< 0.0010				< 0.0010			0.0129	0.0037	Ir
<0.0010		0.0010				< 0.0010			0.0028	0.0047	Ir
0.0028		< 0.0010				0.0094			0.0019	[illegible]	Ir
<0.0010		< 0.0009				< 0.0010			0.0010	< 0.0010	Ir
<0.0009		< 0.0010				0.0010			0.0040	0.0038	S
<0.0009		< 0.0009		0.0010		0.0030			0.0010	< 0.0010	R
<0.0010		< 0.0009				< 0.0010			0.0009	0.0028	Ir
<0.0010											N
(no sample)		< 0.0010				0.0109			0.0040	0.0076	Ir
<0.0009		< 0.0010				< 0.0005			< 0.0010	0.0010	Ir
<0.0009		0.0010				0.0020			< 0.0010	0.0019	Ir
<0.0010		< 0.0010		0.0029		< 0.0010			0.0118	[illegible]	Ir
<0.0009		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0038	< 0.0010	Ir
<0.0009		< 0.0009		0.0059		< 0.0010			0.0019	0.0010	Ir
<0.0009		0.0010				0.0010			0.0171	0.0114	Ir
<0.0009		< 0.0009				0.0010			< 0.0010	< 0.0010	S c
<0.0010											N
<0.0009		0.0010				< 0.0010			0.0010	< 0.0010	Ir
<0.0010		< 0.0010				0.0010			0.0079	0.0113	Ir
<0.0009		0.0010		0.0035		0.0019			0.0069	0.0049	Ir

<0.0009	< 0.0010			0.0009			<0.0010		Ir
<0.0010	<0.0010								N
<0.0009				0.0403			0.0038	0.0029	Ir
<0.0010	<0.0009			0.0028			<0.0010	0.0019	N
<0.0010	<0.0010		<0.0009						S
<0.0009							<0.0009	<0.0009	R
<0.0009	<0.0010		<0.0010	<0.0010			<0.0010	0.0010	Ir
<0.0009	<0.0010			<0.0005			<0.0010	<0.0010	N
<0.0009	<0.0009			<0.0010			0.0019	<0.0010	Ir
<0.0010	0.0010			<0.0010			0.0030	0.0010	Ir
<0.0010	0.0029		<0.0010	Sample voided			<0.0010	<0.0005	N
	0.0010			0.0010			<0.0010	<0.0010	N
	<0.0010			0.0019			<0.0010	0.0019	N
	<0.0010			<0.0010			<0.0005	<0.0010	N
	<0.0010			<0.0010			<0.0009	<0.0010	N
	<0.0010		<0.0010	<0.0010			0.0084	0.0340	Ir
<0.0009	<0.0009			0.0119			0.0010	0.0038	Ir
<0.0009	<0.0010			<0.0010			0.0040	0.0105	S
<0.0009	<0.0009		<0.0010	0.0038			<0.0010	0.0019	R
<0.0009	<0.0010			0.0009			0.0020	<0.0010	Ir
<0.0009	<0.0009			<0.0005					S
<0.0009							0.0019	0.0009	R
<0.0010	<0.0010			<0.0010			0.0005	0.0020	Ir
<0.0010	<0.0010			0.0010			0.0010	<0.0010	Ir
<0.0010	<0.0010		<0.0010	<0.0010			0.0010	<0.0009	Ir
<0.0010	<0.0010			<0.0010			<0.0009	<0.0010	Ir
<0.0010	<0.0010		<0.0010	<0.0010			0.0047	0.0020	Ir
<0.0010	<0.0009			0.0030			<0.0010	0.0010	Ir
<0.0009	<0.0010			<0.0009			<0.0010	<0.0010	Ir
Sample Compromised	<0.0010			<0.0010			0.0057	0.0019	Ir
Sample Compromised	0.0029			0.0028			0.0634	0.0038	Ir
<0.0010	<0.0010			<0.0010			0.0341	0.0129	Ir
<0.0010	0.0009			0.0039			0.0079	[illegible]	S
<0.0009	<0.0010			0.0040			0.0040	0.0029	S
<0.0009	<0.0010			0.0047			0.0038	0.0020	N
	<0.0010		<0.0009	<0.0010			0.0347	0.0079	R
<0.0010	<0.0010			0.0019					

<0.0010		<0.0009				<0.0010			0.0030	0.0040	Ir
		<0.0010				<0.0010			<0.0009	0.0040	N
<0.0009		0.0019				0.0019			0.0085	0.0056	Ir
<0.0010		<0.0010				0.0010			0.0124	0.0058	Ir
0.0009		<0.0010				<0.0010			0.0129	0.0050	Ir
0.0010		<0.0010				0.0049			0.0118	0.0040	Ir
0.0010		<0.0010		<0.0010		<0.0010			<0.0010	<0.0010	Ir
		<0.0009				0.0030			0.0019	0.0020	N
<0.0010		0.0010				<0.0009			0.0087	0.0048	Ir
<0.0009		<0.0010		<0.0010		0.0010			0.0069	0.0010	Ir
<0.0010		<0.0010				<0.0010			0.0173	0.0089	Ir
<0.0010		<0.0010				<0.0010			0.0139	0.0040	Ir
<0.0010											S
<0.0010		0.0010				0.0057			0.0105	0.0157	R
<0.0010		<0.0010				<0.0010			0.0104	0.0135	Ir
<0.0010		0.0010		<0.0010		<0.0009			0.0069	0.0059	Ir
<0.0009		<0.0010				<0.0010			0.0128	0.0069	Ir
0.0019		<0.0010				<0.0010			0.0089	0.0039	Ir
<0.0009		<0.0010				<0.0010			0.0010	0.0030	S
<0.0010		<0.0010				0.0010			0.0096	0.0077	R
<0.0010		<0.0009		<0.0010		0.0010			0.0069	0.0077	Ir
<0.0009		<0.0010				0.0010			0.0109	0.0114	Ir
<0.0009		<0.0010				0.0010			<0.0010	0.0010	Ir
0.0010		<0.0010				<0.0010			0.0010	0.0009	Ir
<0.0010		<0.0010		0.0010		0.0039			0.0059	0.0020	Ir
<0.0010		<0.0005				<0.0010			0.0010	0.0019	Ir
<0.0010		<0.0009				<0.0010			0.0099	[illegible]	Ir
<0.0009		0.0010				<0.0010			0.0060	[illegible]	Ir
0.0029		<0.0010				0.0010			0.0019	0.0047	Ir
<0.0009		<0.0009				<0.0010			0.0014	<0.0010	N
0.0010		<0.0009				<0.0010			0.0093	0.0030	Ir
<0.0009		<0.0009				<0.0009			0.0099	0.0024	Ir
<0.0009		<0.0010				<0.0009			0.0059	0.0104	Ir
0.0010		0.0010				<0.0010			0.0059	0.0137	Ir
0.0009		<0.0010		<0.0010		<0.0010			<0.0010	<0.0005	Ir
<0.0009		<0.0010				<0.0010			0.0010	0.0020	N
<0.0000		0.0020				0.0019			0.0135	0.0128	R
0.0010		<0.0009				0.0020			0.0020	0.0150	Ir
0.0010		<0.0010				<0.0010			0.0038	0.0040	Ir

0.0010	<0.0010			<0.0009			0.0038	[illegible]	
<0.0010	<0.0010			0.0009			0.0043	0.0020	Ir
0.0009	<0.0010		<0.0009	0.0029			0.0079	0.0086	Ir
<0.0010	<0.0010			<0.0010			0.0058	<0.0010	Ir
<0.0010	<0.0010			<0.0010			N.A.[7]	0.0020	Ir
<0.0010	<0.0009			0.0010			0.0125	0.0030	Ir
<0.0009	0.0010			<0.0009			N.A.[7]	0.0019	Ir
<0.0009	<0.0010			0.0057			0.0128	[illegible]	Ir
<0.0009	0.0020			<0.0010			0.0336	[illegible]	Ir
<0.0009	<0.0005		<0.0010	<0.0010			<0.0010	0.0010	Ir
<0.0009	<0.0009							-	N
<0.0010				<0.0010			0.0079	[illegible]	C
0.0009	<0.0005			<0.0009			0.0066	0.0058	Ir
<0.0010	<0.0010		<0.0010	<0.0010			0.0020	0.0059	Ir
<0.0010	<0.0010			<0.0010			0.0050	0.0030	Ir
<0.0009	<0.0010			<0.0010			Sample compromised	<0.0005	Ir
0.0010	<0.0009			<0.0010			0.0048	0.0128	Ir
<0.0009	<0.0009			<0.0010			0.0019	0.0038	Ir
<0.0010	<0.0010		0.0010	0.0029			0.0019	0.0094	Ir
0.0010	<0.0009			0.1388			<0.0010	<0.0010	Ir
<0.0009	<0.0009			0.0009			<0.0010	0.0020	2
<0.0010	<0.0010								7
<0.0010				0.0019			0.0019	[illegible]	Ir
<0.0010	<0.0010		<0.0010	0.0019			0.0020	0.0020	Ir
<0.0010	<0.0009			0.0020			0.0299	0.0069	Ir
<0.0010	<0.0010			<0.0009			0.0099	0.0049	Ir
<0.0009	<0.0010			0.0010			0.0040	0.0019	2
<0.0010	<0.0010			<0.0010			0.0079	0.0099	Ir
<0.0009	<0.0010		<0.0010	<0.0010			0.0135	<0.0010	Ir
<0.0010	<0.0010			<0.0010			0.0039	0.0029	Ir
<0.0009	<0.0010			0.0010			0.0342	0.0028	Ir
<0.0010	<0.0010			0.0010			Sample compromised	<0.0009	Ir
0.0010	<0.0009			<0.0010			0.0030	0.0020	Ir
<0.0010	<0.0010			<0.0010			0.0039	0.0059	Ir
0.0010	<0.0010			<0.0010			0.0150	[illegible]	Ir
0.0010	0.0020			0.0010			0.0088	0.0098	Ir
<0.0010	0.0010		<0.0010	<0.0010			0.0019	<0.0010	Ir
0.0068	<0.0010								

<0.0010		<0.0010				<0.0010			0.0030	0.0049	Ir
<0.0010		<0.0010				0.0029			0.0058	0.0068	Ir
0.0019		<0.0010		<0.0010		<0.0010			0.0019	0.0019	Ir
<0.0009		<0.0010				0.0010			<0.0009	0.0020	Ir
0.0009		0.0010				0.0020			0.0010	0.0050	Ir
<0.0010		<0.0009		0.0010		0.0030			0.0039	0.0030	Ir
<0.0009		<0.0010				<0.0009			0.0247	0.0038	Ir
<0.0010		0.0010				<0.0010			0.0050	<0.0010	N
<0.0009		<0.0010				<0.0010			<0.0010	<0.0010	Ir
<0.0010		0.0010		<0.0009		<0.0010			0.0040	0.0030	Ir
<0.0009		<0.0010				<0.0010			0.0010	<0.0010	Ir
<0.0009		<0.0010				0.0019			0.0010	0.0019	Ir
<0.0010		<0.0010				0.0010			0.0010	0.0049	Ir
<0.0010		<0.0010		<0.0010		<0.0010			0.0020	<0.0010	Ir
<0.0009		<0.0010				<0.0010			0.0020	0.0020	Ir
<0.0010		<0.0010				<0.0010			0.0010	<0.0010	Ir
<0.0009		<0.0010				<0.0010			<0.0009	<0.0009	Ir
<0.0009		<0.0010				<0.0009			0.0108	0.0039	Ir
<0.0009		<0.0010				<0.0010			0.0010	0.0009	Ir
<0.0009		<0.0010				<0.0010			0.0029	0.0019	Ir
<0.0009		<0.0010				Equip. malfunction			0.0068	0.0098	Ir
<0.0009		<0.0010		<0.0010		<0.0010			<0.0010	0.0029	Ir
<0.0009		<0.0010				<0.0010			0.0010	0.0009	Ir
<0.0010		<0.0010				<0.0010			0.0048	0.0058	Ir
<0.0009		<0.0010		<0.0010		<0.0010			0.0028	0.0030	Ir
<0.0010		<0.0010				<0.0010			0.0039	0.0040	Ir
<0.0009		<0.0010				<0.0010			0.0010	0.0010	Ir
<0.0010		<0.0010				<0.0010			0.0040	0.0020	Ir
<0.0009		<0.0010				<0.0010			<0.0010	0.0020	Ir
<0.0010		<0.0010				<0.0010			0.0010	0.0005	Ir
<0.0010		<0.0010				0.0069			0.0089	0.0099	Ir
<0.0010		<0.0010		<0.0009		0.0020			0.0030	0.0030	Ir
<0.0010		<0.0010				<0.0010			<0.0010	<0.0010	Ir
<0.0009		<0.0010				<0.0010			0.0010	0.0030	Ir
<0.0010		<0.0010				0.0010			0.0049	0.0089	Ir
<0.0010		<0.0010				0.0009			0.0010	0.0079	Ir
<0.0009		<0.0010				<0.0010			0.0010	0.0039	Ir
<0.0011		<0.0010		<0.0009		<0.0010			<0.0010	0.0010	Ir
<0.0009		<0.0010				<0.0010			0.0048	0.0020	Ir

0.0010	<0.0010			<0.0009			0.0038	[illegible]	Ir
<0.0010	<0.0010			0.0009			0.0043	0.0020	Ir
0.0009	<0.0010		<0.0009	0.0029			0.0079	0.0086	Ir
<0.0010	<0.0010			<0.0010			0.0058	<0.0010	Ir
<0.0010	<0.0010			<0.0010			N.A.[7]	0.0020	Ir
<0.0010	<0.0009			0.0010			0.0125	0.0030	Ir
<0.0009	0.0010			<0.0009			N.A.[7]	0.0019	Ir
<0.0009	<0.0010			0.0057			0.0128	[illegible]	Ir
<0.0009	0.0020			<0.0010			0.0336	[illegible]	Ir
<0.0009	<0.0005		<0.0010	<0.0010			<0.0010	0.0010	Ir
<0.0009	<0.0009							-	N
<0.0010				<0.0010			0.0079	[illegible]	C
0.0009	<0.0005			<0.0009			0.0066	0.0058	Ir
<0.0010	<0.0010		<0.0010	<0.0010			0.0020	0.0059	Ir
<0.0010	<0.0010			<0.0010			0.0050	0.0030	Ir
<0.0009	<0.0010			<0.0010			Sample compromised	<0.0005	Ir
0.0010	<0.0009			<0.0010			0.0048	0.0128	Ir
<0.0009	<0.0009			<0.0010			0.0019	0.0038	Ir
<0.0010	<0.0010		0.0010	0.0029			0.0019	0.0094	Ir
0.0010	<0.0009			0.1388			<0.0010	<0.0010	Ir
<0.0009	<0.0009			0.0009			<0.0010	0.0020	N
<0.0010	<0.0010								C
<0.0010				0.0019			0.0019	[illegible]	Ir
<0.0010	<0.0010		<0.0010	0.0019			0.0020	0.0020	Ir
<0.0010	<0.0009			0.0020			0.0299	0.0069	Ir
<0.0010	<0.0010			<0.0009			0.0099	0.0049	Ir
<0.0009	<0.0010			0.0010			0.0040	0.0019	N
<0.0010	<0.0010			<0.0010			0.0079	0.0099	C
<0.0009	<0.0010		<0.0010	<0.0010			0.0135	<0.0010	Ir
<0.0010	<0.0010			<0.0010			0.0039	0.0029	Ir
<0.0009	<0.0010			0.0010			0.0342	0.0028	Ir
<0.0010	<0.0010			0.0010			Sample compromised	<0.0009	Ir
0.0010	<0.0009			<0.0010			0.0030	0.0020	Ir
<0.0010	<0.0010			<0.0010			0.0039	0.0059	Ir
0.0010	<0.0010			<0.0010			0.0150	[illegible]	Ir
0.0010	0.0020			0.0010			0.0088	0.0098	Ir
<0.0010	0.0010		<0.0010	<0.0010			0.0019	<0.0010	Ir
0.0068	<0.0010								

<0.0010		<0.0010				<0.0010			0.0030	0.0049	Ir
<0.0010		<0.0010				0.0029			0.0058	0.0068	Ir
0.0019		<0.0010		<0.0010		<0.0010			0.0019	0.0019	Ir
<0.0009		<0.0010				0.0010			<0.0009	0.0020	Ir
0.0009		0.0010				0.0020			0.0010	0.0050	Ir
<0.0010		<0.0009		0.0010		0.0030			0.0039	0.0030	Ir
<0.0009		<0.0010				<0.0009			0.0247	0.0038	Ir
<0.0010		0.0010				<0.0010			0.0050	<0.0010	N
<0.0009		<0.0010				<0.0010			<0.0010	<0.0010	Ir
<0.0010		0.0010		<0.0009		<0.0010			0.0040	0.0030	Ir
<0.0009		<0.0010				<0.0010			0.0010	<0.0010	Ir
<0.0009		<0.0010				0.0019			0.0010	0.0019	Ir
<0.0010		<0.0010				0.0010			0.0010	0.0049	Ir
<0.0010		<0.0010		<0.0010		<0.0010			0.0020	<0.0010	Ir
<0.0009		<0.0010				<0.0010			0.0020	0.0020	Ir
<0.0010		<0.0010				<0.0010			0.0010	<0.0010	Ir
<0.0009		<0.0010				<0.0010			<0.0009	<0.0009	Ir
<0.0009		<0.0010				<0.0009			0.0108	0.0039	Ir
<0.0009		<0.0010				<0.0010			0.0010	0.0009	Ir
<0.0009		<0.0010				<0.0010			0.0029	0.0019	Ir
<0.0009		<0.0010				Equip. malfunction			0.0068	0.0098	Ir
<0.0009		<0.0010		<0.0010		<0.0010			<0.0010	0.0029	Ir
<0.0009		<0.0010				<0.0010			0.0010	0.0009	Ir
<0.0010		<0.0010				<0.0010			0.0048	0.0058	Ir
<0.0009		<0.0010		<0.0010		<0.0010			0.0028	0.0030	Ir
<0.0010		<0.0010				<0.0010			0.0039	0.0040	Ir
<0.0009		<0.0010				<0.0010			0.0010	0.0010	Ir
<0.0010		<0.0010				<0.0010			0.0040	0.0020	Ir
<0.0009		<0.0010				<0.0010			<0.0010	0.0020	Ir
<0.0010		<0.0010				<0.0010			0.0010	0.0005	Ir
<0.0010		<0.0010				0.0069			0.0089	0.0099	Ir
<0.0010		<0.0010		<0.0009		0.0020			0.0030	0.0030	Ir
<0.0010		<0.0010				<0.0010			<0.0010	<0.0010	Ir
<0.0009		<0.0010				<0.0010			0.0010	0.0030	Ir
<0.0010		<0.0010				0.0010			0.0049	0.0089	Ir
<0.0010		<0.0010				0.0009			0.0010	0.0079	Ir
<0.0009		<0.0010				<0.0010			0.0010	0.0039	Ir
<0.0011		<0.0010		<0.0009		<0.0010			<0.0010	0.0010	Ir
<0.0009		<0.0010				<0.0010			0.0048	0.0020	Ir

<0.0009		<0.0010				<0.0010				
<0.0011		<0.0010				<0.0010			0.0039	<0.0010	Ir
<0.0009		<0.0010				<0.0010			0.0020	0.0030	Ir
<0.0009		<0.0010				<0.0010			0.0030	0.0029	Ir
<0.0010		<0.0010				<0.0010			0.0059	0.0030	Ir
<0.0010		<0.0010				<0.0010			<0.0010	<0.0010	Ir
<0.0010		<0.0010		<0.0010		0.0010			0.0010	0.0099	Ir
<0.0009		<0.0010				<0.0010			0.0182	0.0158	Ir
<0.0009		<0.0010		<0.0010		<0.0010			0.0040	0.0138	Ir
<0.0010		<0.0010				0.0010			0.0020	[redacted]	N
<0.0009		<0.0010				<0.0010			<0.0010	<0.0010	R
<0.0010		<0.0010				<0.0010			0.0088	0.0142	Ir
<0.0010		<0.0010				<0.0010			0.0020	0.0138	Ir
<0.0010		<0.0010				0.0054			<0.0010	0.0030	Ir
0.0019		<0.0010		0.0010		0.0020			0.0010	0.0079	Ir
<0.0010		0.0009				0.0019			0.0059	0.0085	Ir
<0.0010		0.0010				0.0010			0.0068	0.0099	Ir
0.0010		0.0020				<0.0010			0.0099	0.0030	Ir
0.0010		<0.0010		<0.0010		0.0010			0.0030	0.0079	Ir
<0.0009		<0.0010				0.0010			0.0138	0.0119	Ir
<0.0009		<0.0009				<0.0010			<0.0010	<0.0010	Ir
0.0010		<0.0010		<0.0010		<0.0010			0.0029	0.0059	Ir
<0.0008		<0.0010				<0.0010			0.0079	0.0089	Ir
<0.0010		<0.0010				<0.0010			0.0109	0.0059	Ir
<0.0009		<0.0010				0.0010			0.0089	0.0109	Ir
<0.0010		<0.0005				<0.0010			0.0079	0.0010	Ir
0.0010		<0.0010				<0.0010			0.0020	0.0059	Ir
0.0009		<0.0010				0.0010			0.0030	0.0030	Ir
<0.0009		<0.0009		0.0238		<0.0010			0.0068	0.0049	Ir
<0.0009		<0.0010				0.0010			0.0005	0.0019	Ir
0.0009		<0.0009				<0.0010			<0.0010	<0.0010	N
<0.0010		<0.0010				0.0010			<0.0010	0.0010	R
<0.0010		<0.0010				<0.0009			0.0059	0.0059	Ir
<0.0010		<0.0009		<0.0009		0.0040			0.0049	0.0118	Ir
<0.0010		0.0010				0.0010			0.0079	0.0117	Ir
<0.0010		<0.0010				<0.0010			<0.0010	<0.0010	Ir
<0.0010		<0.0010				<0.0010			0.0010	0.0118	Ir
<0.0010		<0.0010		<0.0010		0.0010			0.0059	0.0010	Ir
<0.0010		<0.0010				0.0059			0.0118	[redacted]	Ir
<0.0010		<0.0010									

<0.0010		<0.0010		0.0020			0.0059	0.0079	
<0.0009		sample compromised		0.0010			0.0030	[illegible]	R
<0.0010		<0.0009		sample compromised			<0.0009	0.0039	Ir
<0.0009		<0.0010		<0.0010			0.0020	0.0029	Ir
<0.0009		sample compromised		sample compromised			sample compromised	sample compromised	Ir
<0.0010		<0.0010		<0.0010			<0.0010	0.0030	Ir
<0.0009		<0.0009		<0.0009			<0.0010	0.0010	Ir
<0.0010		<0.0010		<0.0010			0.0010	<0.0010	N
0.0019		<0.0010		<0.0010			<0.0010	<0.0010	Ir
<0.0009		<0.0010		0.0010			0.0030	0.0009	Ir
<0.0009		0.0010		<0.0010			0.0010	0.0113	Ir
<0.0009		<0.0010		<0.0009			0.0050	0.0019	Ir
<0.0011		<0.0009		<0.0010			0.0020	0.0020	Ir
0.0028		<0.0010	<0.0010	<0.0010			<0.0010	<0.0010	Ir
0.0010		<0.0010		0.0827			0.1923	[illegible]	Ir
<0.0010		<0.0010		0.2968			0.0245	[illegible]	Ir
0.0038		0.0010	<0.0009	0.0010			0.0010	0.0020	N
<0.0009		<0.0010		<0.0010			<0.0010	0.0010	Ir
<0.0009		<0.0010		<0.0010			0.0010	0.0034	Ir
<0.0010		<0.0010		0.0030			0.0020	0.0029	Ir
<0.0010		0.0009	<0.0009	0.0409			0.0132	[illegible]	A
<0.0010		0.0010		<0.0010			<0.0010	<0.0010	Ir
<0.0010		<0.0010		0.0079			0.0144	[illegible]	ir
0.0019		<0.0010		0.0040			0.0089	[illegible]	Ir
<0.0010		0.0010	<0.0010	0.0010			0.0069	0.0077	Ir
<0.0010		0.0010		0.0029			0.0040	[illegible]	N
<0.0009		0.0010		0.0030			0.0040	0.0059	R
<0.0010		<0.0010		<0.0010			0.0039	0.0058	Ir
0.0078		<0.0010	<0.0010	<0.0010			0.0069	0.0138	Ir
<0.0010		0.0010		0.0010			0.0079	0.0066	Ir
0.0047		<0.0010		<0.0010			0.0010	0.0010	Ir
<0.0010		<0.0010		<0.0010			<0.0010	<0.0005	Ir
<0.0010		<0.0010		<0.0010			0.0099	0.0111	Ir
<0.0010		<0.0010		<0.0010			0.0059	[illegible]	Ir
<0.0009		<0.0010		<0.0010			0.0119	[illegible]	Ir
<0.0010		<0.0010	<0.0010	0.0020			0.0069	0.0109	Ir
<0.0010		<0.0010		<0.0010			0.0045	0.0089	Ir
<0.0010		<0.0010		0.0020			0.0049	0.0109	Ir
<0.0010		0.0010		<0.0010			0.0076	0.0158	Ir
[illegible]		<0.0005							

<0.0010		<0.0010		<0.0009		<0.0010			0.0010	[illegible]
<0.0010		<0.0010				<0.0010			0.0020	0.0049	Ir
<0.0009		<0.0010				<0.0010			0.0020	<0.0010	Ir
<0.0009		<0.0010				0.0029			0.0085	0.0069	Ir
<0.0011		(inaccessible)		0.0009		0.0020			0.0010	0.0009	Ir
<0.0009		<0.0010				0.0010			<0.0010	<0.0010	Ir
0.0029		<0.0010				0.0059			<0.0010	0.0030	Ir
<0.0010		<0.0010				0.0049			0.0010	0.0126	Ir
<0.0009		<0.0010				0.0010			0.0010	0.0048	Ir
<0.0010		<0.0010				<0.0010			0.0087	0.0079	Ir
<0.0010		<0.0010				0.0010			0.0059	0.0200	Ir
<0.0009		0.0028		0.0010		<0.0010			0.0059	0.0148	Ir
<0.0010		<0.0010				0.0010			0.0020	[redacted]	Ir
<0.0010		0.0030				<0.0010			<0.0010	<0.0010	Ir
<0.0010		(inaccessible)				<0.0010			<0.0010	<0.0010	Ir
<0.0009		<0.0010		<0.0010		0.0010			0.0010	0.0067	Ir
<0.0010		0.0010				0.0020			0.0059	0.0079	Ir
<0.0010		0.0009				<0.0010			0.0010	0.0099	Ir
<0.0009		<0.0010				0.0019			0.0010	0.0020	Ir
<0.0009		(inaccessible)				0.0010			0.0039	0.0056	Ir
<0.0010		<0.0010				0.0005			0.0020	0.0030	Ir
<0.0010		<0.0010				0.0010			0.0030	0.0020	Ir
<0.0010		<0.0010				<0.0010			0.0010	0.0069	Ir
<0.0010		<0.0010		<0.0010		0.0010			0.0019	0.0020	Ir
<0.0009		(inaccessible)				0.0069			0.0089	0.0069	Ir
<0.0009		<0.0010				0.0010			0.0029	0.0069	Ir
<0.0010		<0.0010		<0.0010		0.0079			0.0029	0.0038	Ir
<0.0009		<0.0010				<0.0010			0.0037	0.0010	Ir
--		<0.0010				<0.0010			<0.0010	<0.0010	Ir
<0.0009		<0.0010				0.0020			0.0010	0.0097	Ir
<0.0009		<0.0010		<0.0010		0.0010			0.0030	0.0010	Ir
0.0009		<0.0010				0.0010			<0.0010	<0.0010	Ir
<0.0010		<0.0010				<0.0010			<0.0010	<0.0010	Ir
<0.0009		<0.0010				<0.0010			<0.0005	0.0030	Ir
<0.0010		<0.0010				--			--	--	N
<0.0009		--		<0.0010		<0.0010			0.0059	0.0049	R
<0.0010		<0.0010				0.0010			0.0232	0.0079	Ir
<0.0010		<0.0010				0.0039			0.0141	0.0056	Ir
		<0.0010									

<0.0010		<0.0010				0.0048			0.0010	<0.0010	R
<0.0010		< 0.0010		< 0.0010		< 0.0010			0.0107	0.0010	Ir
<0.0009		< 0.0010				< 0.0009			0.0038	< 0.0009	Ir
<0.0010		< 0.0010				0.0010			0.0020	0.0060	Ir
0.0009		< 0.0010				0.0019			0.0039	0.0029	N
<0.0010		(not accessible)				< 0.0009			0.0030	0.0005	R
<0.0010		< 0.0010		< 0.0010		< 0.0010			0.0010	0.0029	Ir
<0.0010		< 0.0010				0.0009			0.0047	0.0028	Ir
0.0010		< 0.0010				< 0.0010			0.0020	0.0020	Ir
<0.0009		< 0.0010				< 0.0010			< 0.0010	0.0049	Ir
<0.0009		< 0.0009				0.0039			0.0087	0.0030	Ir
0.0010		< 0.0010				0.0020			< 0.0010	0.0019	N
<0.0010		< 0.0010				0.0077			0.0038	0.0077	R
<0.0010		< 0.0010		< 0.0009		0.0047			< 0.0010	<0.0010	Ir
<0.0009		< 0.0010				< 0.0010			0.0010	< 0.0010	N
<0.0009		0.0009				0.0435			< 0.0010	0.0010	R
<0.0010		(not accessible)				0.0020			< 0.0010	< 0.0010	Ir
<0.0010		(not accessible)		< 0.0009		0.0009			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				0.0010			0.0010	0.0010	Ir
<0.0009		< 0.0005				0.0010			0.0020	0.0020	Ir
<0.0010		< 0.0009				< 0.0010			0.0020	< 0.0010	Ir
--		< 0.0010				0.0010			0.0009	0.0020	N
<0.0009		< 0.0010				0.0085			< 0.0010	< 0.0010	Ir
0.0009		< 0.0010				0.0107			0.0038	0.0009	Ir
<0.0010		< 0.0010				0.0058			0.0038	< 0.0005	Ir
<0.0010		< 0.0009				0.0020			0.0010	< 0.0010	Ir
<0.0009		< 0.0009		< 0.0010		0.0039			0.0010	0.0030	Ir
<0.0010		< 0.0005		< 0.0010		0.0030			0.0030	< 0.0010	Ir
<0.0010		0.0005				0.0075			0.0038	< 0.0009	Ir
0.0020		< 0.0010				0.0020			0.0049	0.0047	Ir
<0.0009		< 0.0010				0.0040			0.0030	0.0040	Ir
<0.0010		< 0.0010				0.0109			0.0010	0.0020	Ir
<0.0009		< 0.0010				0.0010			0.0010	0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0020	< 0.0010	Ir
0.0010		< 0.0010				< 0.0010			0.0048	< 0.0010	Ir
<0.0009		< 0.0010				0.0019			0.0010	0.0010	Ir
<0.0009		(not accessible)		0.0010		0.0010			< 0.0010	0.0039	Ir
<0.0009		< 0.0010				0.0010			0.0029	0.0020	Ir
<0.0009		< 0.0010				0.0010			0.0048	0.0029	Ir

0.0009		0.0018			0.0010			0.0049	0.0029	Ir
<0.0010		0.0010			0.0010			0.0029	0.0010	Ir
<0.0010		< 0.0010			< 0.0010			< 0.0010	0.0039	Ir
<0.0010		< 0.0010		< 0.0010	< 0.0010			< 0.0010	0.0010	Ir
<0.0010		< 0.0010			< 0.0010			0.0010	< 0.0009	Ir
<0.0010		< 0.0010			< 0.0010			0.0020	< 0.0009	Ir
<0.0010		< 0.0009			< 0.0010			0.0029	0.0019	Ir
<0.0010		< 0.0010			< 0.0010			< 0.0010	0.0005	Ir
<0.0009		< 0.0010			< 0.0010			0.0010	< 0.0010	Ir
<0.0010		< 0.0010		< 0.0010	< 0.0010			< 0.0010	< 0.0009	Ir
<0.0010		< 0.0010			0.0010			0.0029	0.0030	Ir
<0.0009		< 0.0010			< 0.0010			0.0020	0.0019	Ir
<0.0010		< 0.0010		< 0.0010	< 0.0010			0.0059	0.0019	Ir
<0.0010		(not accessible)			< 0.0010			0.0020	0.0029	Ir
<0.0010		(not accessible)			< 0.0009			< 0.0005	< 0.0009	Ir
<0.0010		< 0.0010			< 0.0010			0.0108	0.0056	Ir
<0.0010		< 0.0010		< 0.0009	< 0.0010			0.0039	0.0020	Ir
(Sample void)		0.0010			< 0.0010			0.0069	0.0019	Ir
<0.0009		< 0.0010			< 0.0010			< 0.0010	< 0.0009	Ir
<0.0009		< 0.0010			0.0010			0.0019	0.0010	Ir
(Sample void)		< 0.0009			0.0010			0.0038	0.0103	Ir
<0.0010		< 0.0010			0.0019			0.0057	0.0075	Ir
<0.0010		0.0059			0.0088			0.0295	0.0150	Ir
<0.0009		< 0.0010		< 0.0010	< 0.0010			< 0.0010	< 0.0009	Ir
<0.0010		(not accessible)			< 0.0010			< 0.0010	< 0.0009	N
<0.0010		< 0.0010		< 0.0009	< 0.0010			0.0107	0.0047	Ir
<0.0010		< 0.0010			< 0.0010			0.0069	0.0028	Ir
<0.0010		< 0.0010			< 0.0010			0.0010	< 0.0009	Ir
<0.0009		< 0.0010			0.0010			0.0005	0.0010	Ir
0.0009		< 0.0010			0.0067			0.0066	0.0039	Ir
<0.0010		< 0.0010			< 0.0010			< 0.0010	< 0.0009	N
<0.0010		< 0.0010			< 0.0010			< 0.0010	< 0.0009	R
<0.0010		< 0.0010		< 0.0010	< 0.0010			0.0020	0.0010	Ir
<0.0010		< 0.0009			< 0.0010			0.0048	0.0010	Ir
0.0009		< 0.0010			0.0010			0.0049	0.0080	Ir
<0.0009		< 0.0010			0.0029			0.0039	0.0056	Ir
<0.0010		< 0.0010		< 0.0009	0.0020			0.0029	0.0010	Ir
0.0019		< 0.0010			< 0.0010			0.0084	0.0059	Ir
0.0019		0.0049			0.0039			0.0127	0.0113	Ir

<0.0010		< 0.0009			0.0010			0.0078	< 0.0010	Ir
<0.0009		< 0.0010		< 0.0009	< 0.0010			0.0039	0.0029	Ir
<0.0009		0.0010			< 0.0010			0.0069	0.0010	Ir
<0.0009		0.0010			< 0.0010			0.0049	0.0020	Ir
<0.0010		< 0.0010			< 0.0010			0.0117	0.0076	Ir
<0.0010		< 0.0010			< 0.0010			0.0059	0.0028	Ir
<0.0010		< 0.0005			0.0010			0.0049	0.0059	Ir
<0.0009		0.0010			< 0.0010			0.0068	0.0067	Ir
<0.0010		< 0.0010		< 0.0010	< 0.0010			0.0049	0.0010	Ir
<0.0010		< 0.0010			< 0.0009			0.0029	< 0.0010	Ir
<0.0010		< 0.0010		< 0.0010	0.0010			0.0029	0.0010	Ir
<0.0010		< 0.0010			< 0.0010			0.0010	< 0.0010	Ir
<0.0009		< 0.0010			< 0.0010			0.0010	0.0019	Ir
<0.0009		< 0.0010			0.0009			0.0010	< 0.0010	Ir
<0.0009		< 0.0010			< 0.0010			0.0010		Ir
<0.0009		(not accessible)		< 0.0009	0.0039			0.4107	0.0117	N
<0.0009		(not accessible)			< 0.0010			< 0.0010	< 0.0010	N
<0.0010		< 0.0010			< 0.0010			0.0010	0.0020	Ir
<0.0010		< 0.0010		< 0.0009	< 0.0010			0.0010	0.0009	Ir
0.0010		< 0.0010			0.0010			< 0.0010	0.0049	Ir
<0.0010		< 0.0010			< 0.0010			0.0029	0.0029	Ir
<0.0010		< 0.0009			< 0.0005			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0009		< 0.0009	< 0.0010			0.0020	< 0.0010	Ir
<0.0010		< 0.0009			0.0029			0.0020	0.0010	Ir
<0.0010		0.0010			0.0020			0.0069	0.0088	Ir
0.0010		< 0.0010			0.0020			0.0329	0.0068	Ir
<0.0010		(not accessible)			< 0.0010			0.0039	0.0010	Ir
0.0010		< 0.0010			0.0010			0.0068	0.0039	Ir
<0.0010		< 0.0010			< 0.0010			0.0010	0.0107	Ir
<0.0010		< 0.0010			< 0.0010			0.0010	0.0096	Ir
<0.0009		< 0.0009		0.0009	< 0.0010			0.0010	0.0029	Ir
<0.0010		(not accessible)			< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010			< 0.0010			0.0020	< 0.0009	Ir
<0.0010		< 0.0010			< 0.0010			< 0.0010	< 0.0009	Ir
<0.0010		0.0020		< 0.0005	< 0.0010			< 0.0010	0.0010	Ir
<0.0010		< 0.0009			< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009		0.0010			0.0010			0.0039	0.0047	Ir
<0.0010		< 0.0010			0.0010			0.0010	0.0010	Ir
<0.0010		< 0.0010			< 0.0009			0.0010	0.0067	Ir

<0.0010	< 0.0010			< 0.0010			0.0010	0.0010	Ir
<0.0010	< 0.0010			< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009	< 0.0010			< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010	< 0.0010			< 0.0005			< 0.0010	< 0.0010	Ir
<0.0009	< 0.0010			< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009	< 0.0010			< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010	< 0.0010			< 0.0010			0.0019	0.0019	Ir
<0.0010	< 0.0010			< 0.0009			< 0.0009	< 0.0009	Ir
(pump failure)	< 0.0010		< 0.0009	< 0.0010			< 0.0010	< 0.0009	Ir
<0.0009	< 0.0010			< 0.0010			0.0009	0.0019	Ir
<0.0010	< 0.0010			< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010	< 0.0010		< 0.0009	< 0.0010			0.0010	0.0010	Ir
<0.0010	< 0.0010		0.0009	< 0.0010			< 0.0010	< 0.0009	Ir
<0.0010	< 0.0010			< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010	< 0.0010			< 0.0010			0.0024	0.0020	Ir
<0.0010	< 0.0010			< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010	< 0.0010		< 0.0009	< 0.0010			0.0029	< 0.0010	Ir
<0.0010	< 0.0010			< 0.0010			0.0005	0.0020	Ir
<0.0009	0.0020			< 0.0010			< 0.0009	< 0.0010	Ir
<0.0010	< 0.0010			< 0.0010			< 0.0010	< 0.0009	Ir
d) <0.0010	< 0.0009			< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010	< 0.0010			< 0.0010			< 0.0010	< 0.0009	Ir
<0.0010	< 0.0010			0.0029			0.0010	0.0019	Ir
<0.0010	< 0.0010		< 0.0010	< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010	(not accessible)			0.0009			0.0067	0.0057	Ir
<0.0010	< 0.0010			0.0010			0.0029	0.0038	Ir
<0.0010	< 0.0010		< 0.0010	0.0029			0.0030	0.0057	Ir
<0.0010	< 0.0010			0.0029			0.0010	0.0020	Ir
<0.0010	0.0010			< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010	< 0.0010			0.0010			< 0.0010	sample compromised	Ir
<0.0010	< 0.0010			< 0.0009			< 0.0009	< 0.0010	Ir
<0.0010	< 0.0010			< 0.0010			0.0010	0.0010	Ir
<0.0010	< 0.0010		< 0.0005	0.0010			0.0009	0.0009	Ir
<0.0010	< 0.0010			0.0010			0.0020	< 0.0010	Ir
0.0010	(not accessible)			0.0097			0.0019	0.0085	H
<0.0010	0.0089			0.0341			0.0117	[redacted]	Ir
<0.0010	0.0323		0.0050	0.0118			0.0130	0.0058	Ir
<0.0010	0.0060			< 0.0010			0.0010	< 0.0010	Ir
<0.0010	< 0.0010								

<0.0010		< 0.0010				< 0.0009			0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0048	< 0.0009	Ir
<0.0010		< 0.0010		< 0.0009		< 0.0010			0.0010	0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0049	0.0019	Ir
<0.0009		(not accessible)				< 0.0010			< 0.0010	< 0.0009	Ir
<0.0010		< 0.0010		< 0.0010		0.0019			0.0029	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0009	0.0047	Ir
<0.0010		0.0010				0.0010			0.0048	0.0028	Ir
<0.0010		< 0.0010				< 0.0010			0.0029	0.0038	Ir
<0.0009		< 0.0010				< 0.0010			0.0034	0.0029	Ir
<0.0010		0.0010		< 0.0010		0.0010			0.0020	0.0019	Ir
<0.0010		< 0.0010				< 0.0010			0.0020	0.0010	Ir
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0.0009		(not accessible)				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0009			0.0038	< 0.0010	Ir
<0.0009		0.0010				< 0.0009			0.0056	0.0010	Ir
<0.0010		< 0.0009		< 0.0010		< 0.0010			0.0030	0.0010	Ir
<0.0010		< 0.0010				< 0.0005			0.0009	0.0009	Ir
<0.0010		(not accessible)				< 0.0010			0.0019	< 0.0009	Ir
<0.0009		< 0.0010				< 0.0010			< 0.0010	0.0020	Ir
<0.0010		0.0010		< 0.0010		< 0.0010			< 0.0010	0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0020	Ir
<0.0009		< 0.0010				< 0.0010			0.0039	0.0069	Ir
0.0009		(not accessible)				< 0.0009			< 0.0010	< 0.0010	Ir
0.0010		< 0.0010				0.0010			< 0.0010	< 0.0010	Ir
<0.0010		0.0010				< 0.0010			0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0010	Ir
<0.0009		< 0.0005		< 0.0010		< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010				< 0.0010			0.0010	< 0.0010	Ir
<0.0010		< 0.0009				< 0.0009			0.0010	< 0.0010	Ir
<0.0010		< 0.0009				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	< 0.0009	Ir
<0.0010		< 0.0009				< 0.0010			0.0020	0.0019	Ir
0.0019		(not accessible)		< 0.0010		< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	0.0029	Ir
0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010			< 0.0009	< 0.0005	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir

<0.0010		< 0.0010		< 0.0010		< 0.0010			0.0019	0.0005	Ir
<0.0010		<0.0010				0.0010			< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010				< 0.0010			< 0.0005	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010			< 0.0005	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	< 0.0010	Ir
<0.0009		< 0.0010				0.0010			< 0.0010	< 0.0009	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0020	0.0029	Ir
<0.0010		< 0.0010				0.0010			0.0010	< 0.0010	Ir
<0.0010		< 0.0010		0.0010		0.0010			< 0.0010	< 0.0010	Ir
0.0009		< 0.0010				< 0.0009			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0064	0.0049	Ir
0.0010		< 0.0010				< 0.0010			< 0.0010	0.0059	Ir
Sample void[9]		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
Sample void[9]		< 0.0010				< 0.0010			< 0.0010	0.0010	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010			< 0.0010	0.0039	Ir
<0.0010		(not accessible)				< 0.0010			0.0010	< 0.0005	Ir
Sample void[9]		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010			< 0.0010	0.0010	Ir
Sample void[9]		< 0.0010				< 0.0010			0.0029	< 0.0010	Ir
<0.0010		< 0.0010				0.0030			0.0020	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0009	Ir
Sample void[9]		< 0.0010				< 0.0010			< 0.0010	0.0020	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0005			< 0.0009	0.0059	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010			< 0.0005	0.0049	Ir
<0.0010		< 0.0009				< 0.0009			< 0.0010	< 0.0010	Ir
0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				0.0010			0.0010	0.0010	Ir
Sample void[9]		< 0.0010				< 0.0009			0.0010	0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0049	0.0010	Ir
<0.0010		< 0.0010				< 0.0009			0.0005	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0029	0.0029	Ir

<0.0010		< 0.0010				0.0020			< 0.0010	0.0019	Ir
<0.0010		< 0.0010				< 0.0009			< 0.0009	0.0057	Ir
<0.0010		< 0.0009				< 0.0010			< 0.0010	0.0009	Ir
<0.0010		< 0.0010				< 0.0010			0.0009	0.0009	Ir
<0.0009		< 0.0010		< 0.0010		< 0.0009			< 0.0009	< 0.0009	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0009	0.0009	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	0.0009	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0009				< 0.0010			0.0020	0.0010	Ir
<0.0010		< 0.0010		< 0.0010		0.0009			0.0019	0.0019	Ir
<0.0010		< 0.0009				< 0.0005			< 0.0009	< 0.0009	Ir
<0.0010		< 0.0005				0.0010			0.0010	0.0019	Ir
<0.0010		< 0.0009				< 0.0010			< 0.0009	< 0.0009	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	0.0019	Ir
<0.0010		< 0.0009				< 0.0009			0.0010	< 0.0010	Ir
<0.0009		< 0.0010				< 0.0009			< 0.0009	< 0.0010	Ir
<0.0009		< 0.0009		< 0.0010		< 0.0005			0.0029	0.0009	Ir
<0.0009		< 0.0009		< 0.0010		< 0.0009			0.0010	0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	< 0.0010	Ir
(pump failure)		< 0.0009				< 0.0010			0.0020	0.0059	Ir
<0.0010		< 0.0010				< 0.0009			0.0010	0.0020	Ir
<0.0009		< 0.0010				< 0.0010			< 0.0009	< 0.0010	Ir
<0.0010		< 0.0009				< 0.0010			< 0.0010	0.0009	Ir
<0.0010		< 0.0010				< 0.0009			0.0010	< 0.0009	Ir
<0.0009		< 0.0009		< 0.0010		< 0.0010			< 0.0009	< 0.0009	Ir
<0.0010		< 0.0009				< 0.0009			0.0009	< 0.0010	Ir
<0.0010		< 0.0010				<0.0010			<0.0009	< 0.0009	Ir
<0.0010		< 0.0010				< 0.0010			0.0039	< 0.0010	Ir
<0.0010		< 0.0010		0.0010		< 0.0010			0.0069	0.0049	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	0.0030	Ir
0.0009		< 0.0009				0.0005			< 0.0010	0.0020	Ir
<0.0010		< 0.0009				< 0.0010			< 0.0009	< 0.0009	Ir
<0.0010		< 0.0010				< 0.0010			0.0067	0.0030	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010			0.0020	< 0.0010	Ir
<0.0010		< 0.0010				0.0020			< 0.0010	0.0039	Ir
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<0.0010		< 0.0010				< 0.0010			0.0039	0.0020	Ir
<0.0010		< 0.0009				< 0.0010			0.0009	< 0.0010	Ir

<0.0010		< 0.0009		< 0.0010		0.0010			0.0037	0.0026	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009		< 0.0009				< 0.0010			< 0.0010	< 0.0005	Ir
<0.0010		< 0.0010				< 0.0010			0.0078	0.0009	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0009				0.0108			0.0098	0.0010	Ir
<0.0010		< 0.0010				< 0.0005			0.0019	0.0037	Ir
<0.0010		(not accessible)				< 0.0010			0.0049	0.0029	Ir
<0.0010		(not accessible)				< 0.0010			0.0020	0.0010	Ir
<0.0010		< 0.0010				0.0049			0.0029	< 0.0010	Ir
<0.0010		< 0.0010				0.0010			< 0.0010	0.0010	Ir
<0.0010		< 0.0010		< 0.0010		0.0020			0.0009	0.0029	Ir
<0.0010		< 0.0009				0.0010			0.0020	< 0.0010	Ir
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<0.0009		0.0009		< 0.0010		< 0.0009			0.0024	0.0010	Ir
<0.0010		< 0.0010				< 0.0009			< 0.0005	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0009			0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	< 0.0010	Ir
<0.0010		< 0.0005				< 0.0010			0.0029	< 0.0010	Ir
<0.0010		< 0.0009		< 0.0010		< 0.0010			0.0010	0.0010	Ir
<0.0010		< 0.0009				0.0015			0.0028	0.0020	Ir
<0.0009		< 0.0010				< 0.0010			< 0.0009	0.0020	Ir
<0.0009		< 0.0010				< 0.0009			< 0.0009	< 0.0009	Ir
<0.0010		< 0.0009				< 0.0010			< 0.0010	0.0010	Ir
<0.0010		< 0.0009				0.0010			0.0049	0.0019	Ir
<0.0010		< 0.0010				0.0005			< 0.0010	< 0.0009	Ir
0.0009		< 0.0009				0.0040			0.0039	0.0069	Ir
<0.0009		< 0.0005		< 0.0009		< 0.0010			< 0.0009	< 0.0009	Ir
<0.0010		< 0.0010				< 0.0005			0.0020	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	0.0020	Ir
0.0018		< 0.0010		< 0.0010		< 0.0010			< 0.0010	0.0010	Ir
<0.0009		< 0.0010				< 0.0010			0.0010	0.0020	Ir
0.0020		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0005				0.0010			< 0.0009	< 0.0010	Ir
<0.0010		< 0.0009				0.0009			< 0.0010	0.0039	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0029	Ir

0.0011		< 0.0010				< 0.0010			< 0.0010	0.0009	Ir
<0.0010		< 0.0010				< 0.0009			< 0.0010	< 0.0009	Ir
<0.0010		< 0.0010				< 0.0009			< 0.0010	< 0.0009	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0028	Ir
<0.0010		< 0.0009				< 0.0009			< 0.0009	< 0.0009	Ir
<0.0010		0.0009				0.0019			< 0.0010	0.0010	Ir
0.0010		< 0.0009				0.0009			0.0028	0.0028	Ir
<0.0010		0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0009		< 0.0010		< 0.0009			< 0.0010	0.0009	Ir
<0.0010		< 0.0010				< 0.0009			0.0020	0.0020	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0005			0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
0.0030		< 0.0010				0.0010			0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0009	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0010	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010			< 0.0010	< 0.0009	Ir
<0.0010		< 0.0010				< 0.0009			< 0.0009	< 0.0009	Ir
0.0010		< 0.0010				0.0010			0.0039	0.0039	Ir
<0.0010		< 0.0009				< 0.0005			< 0.0010	0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0009	0.0028	Ir
<0.0009		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010			< 0.0010	0.0009	Ir
<0.0010		0.0009				< 0.0009			< 0.0010	0.0010	Ir
0.0010		< 0.0009		0.002		0.0009			0.0010	0.0010	Ir
<0.0010		0.0010				0.0010			0.0020	< 0.0010	Ir
0.0010		< 0.0010				0.0009			< 0.0010	0.0020	Ir
<0.0009		< 0.0009				< 0.0005			< 0.0009	0.0010	Ir
<0.0009		< 0.0010				< 0.0009			0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0009			0.0010	< 0.0010	Ir
0.0009		< 0.0009				0.0010			< 0.0009	< 0.0010	Ir
0.0040		< 0.0010		0.0005		< 0.0010			0.0010	< 0.0010	Ir
<0.0010		< 0.0009				< 0.0010			< 0.0010	< 0.0009	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0009	Ir
<0.0009		< 0.0010				< 0.0010			0.0020	0.0010	Ir
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<0.0010		< 0.0010		< 0.0010		0.0020			0.0010	0.0029	Ir
0.0010		< 0.0010				< 0.0009			< 0.0010	< 0.0009	Ir

<0.0010		< 0.0010		< 0.0010		< 0.0009			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0009				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	0.0020	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	0.0068	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
0.0011		< 0.0010		< 0.0010		< 0.0010			0.0010	0.0039	Ir
0.0009		< 0.0010				0.0010			< 0.0010	< 0.0009	Ir
<0.0009		< 0.0010				0.0009			< 0.0009	< 0.0010	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010			0.0020	< 0.0009	Ir
<0.0010		< 0.0010				0.0020			< 0.0010	0.0010	Ir
<0.0010		< 0.0005				0.0010			< 0.0010	< 0.0010	Ir
0.0010		< 0.0009				< 0.0010			< 0.0010	0.0010	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0019	Ir
0.0009		< 0.0010				< 0.0010			< 0.0010	0.0029	Ir
<0.0010		< 0.0009				< 0.0009			< 0.0010	< 0.0009	Ir
<0.0010		0.0029				0.0010			0.0010	0.0029	Ir
<0.0010		0.0020		< 0.0010		< 0.0009			< 0.0010	< 0.0009	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				0.0005			0.0010	< 0.0010	Ir
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<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010				0.0020			0.0010	0.0020	Ir
<0.0010		< 0.0010				0.0009			0.0020	0.0029	Ir
<0.0010		< 0.0010		< 0.0010		0.0009			0.0020	0.0029	Ir
<0.0010		0.0010				< 0.0010			0.0010	0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	0.0020	Ir
<0.0010		< 0.0010				0.0020			0.0020	0.0020	Ir
<0.0009		< 0.0010				0.0009			0.0020	0.0009	Ir
<0.0010		< 0.0010		< 0.0010		0.0010			0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0020	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0005	0.0029	Ir
<0.0009		< 0.0010		< 0.0010		< 0.0010			0.0010	0.0020	Ir
<0.0010		< 0.0010				0.0020			< 0.0010	< 0.0010	Ir
0.0010		< 0.0010				< 0.0010			0.0010	0.0009	Ir
						< 0.0010			< 0.0010	< 0.0010	Ir

								0.0010	0.0073	Ir
<0.0009		< 0.0010				< 0.0010				
0.0010		< 0.0009				0.0010		0.0019	0.0009	Ir
<0.0009		< 0.0010		< 0.0010		< 0.0010		< 0.0005	< 0.0010	Ir
<0.0010		0.0010				< 0.0010		< 0.0010	0.0020	Ir
<0.0010		< 0.0010				< 0.0009		< 0.0010	0.0019	Ir
<0.0010		< 0.0010				< 0.0010		< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010		< 0.0009		< 0.0010		< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010				< 0.0010		< 0.0009	< 0.0009	Ir
<0.0009		< 0.0009				< 0.0010		< 0.0010	0.0078	Ir
0.0009		< 0.0010				< 0.0010		< 0.0010	< 0.0009	Ir
<0.0010		< 0.0010		< 0.0009		< 0.0005		< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010				< 0.0009		< 0.0010	0.0010	Ir
<0.0009		< 0.0010				< 0.0010		< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010		0.0010	0.0059	Ir
<0.0010		< 0.0010				< 0.0010		0.0010	0.0078	Ir
<0.0010		< 0.0010		< 0.0009		0.0019		0.0020	0.0078	Ir
<0.0010		< 0.0010				< 0.0010		< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010				< 0.0010		< 0.0010	0.0010	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010		< 0.0010	0.0117	Ir
<0.0009		< 0.0010				< 0.0010		< 0.0010	0.0158	Ir
<0.0010		0.0010				< 0.0010		< 0.0010	< 0.0010	Ir
<0.0010		0.0010				0.0049		0.0020	0.0020	Ir
<0.0010		< 0.0010				< 0.0010		< 0.0010	0.0029	Ir
<0.0010		< 0.0010				< 0.0005		0.0010	0.0078	Ir
<0.0010		< 0.0010				< 0.0010		0.0020	0.0049	Ir
<0.0009		< 0.0010				< 0.0010		< 0.0010	0.0068	Ir
<0.0009		< 0.0010		< 0.0009		< 0.0010		< 0.0009	< 0.0010	Ir
<0.0009		< 0.0010				< 0.0010		< 0.0010	0.0147	Ir
<0.0010		< 0.0010		< 0.0009		< 0.0010		0.0049	0.0088	Ir
<0.0010		< 0.0005				0.0029		< 0.0010	0.0020	Ir
<0.0009		< 0.0010				< 0.0010		< 0.0010	0.0029	Ir
<0.0010		< 0.0010				< 0.0010		< 0.0010	< 0.0010	Ir
0.0010		0.0010				0.0038		0.0038	0.0088	Ir
<0.0010		< 0.0010				0.0068		0.0020	0.0161	Ir
<0.0010		< 0.0010				< 0.0010		< 0.0010	0.0108	Ir
<0.0009		< 0.0010		< 0.0010		< 0.0010		0.0010	0.0029	Ir
<0.0009		< 0.0010				< 0.0010		< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010		< 0.0005		< 0.0010		< 0.0010	0.0029	Ir
<0.0010		< 0.0010				< 0.0010		0.0029	0.0069	Ir

0.0010		< 0.0010			< 0.0010		0.0058	[illegible]	[illegible]
<0.0010		< 0.0010		< 0.0010	< 0.0005		0.0029	0.0088	Ir
<0.0010		< 0.0010			< 0.0010		< 0.0010	0.0069	Ir
<0.0009		< 0.0010			< 0.0010		0.0015	0.0137	Ir
<0.0009		< 0.0010			< 0.0010		< 0.0010	0.0020	Ir
<0.0010		< 0.0010			< 0.0010		< 0.0010	0.0049	Ir
<0.0009		< 0.0010		< 0.0010	< 0.0010		< 0.0010	0.0010	Ir
0.0009		< 0.0010			< 0.0010		< 0.0010	0.0025	Ir
<0.0010		< 0.0010			< 0.0010		< 0.0010	0.0039	Ir
<0.0009		< 0.0010			< 0.0010		< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010			< 0.0010		< 0.0010	0.0070	Ir
<0.0009		< 0.0010			< 0.0010		< 0.0010	0.0039	Ir
<0.0010		< 0.0010			< 0.0010		< 0.0010	0.0015	Ir
<0.0009		< 0.0010		< 0.0010	< 0.0010		< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010			< 0.0010		< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010		< 0.0010	< 0.0010		< 0.0010	0.0020	Ir
<0.0009		< 0.0010			< 0.0010		< 0.0010	0.0059	Ir
<0.0009		< 0.0010			< 0.0010		< 0.0010	0.0029	Ir
<0.0009		< 0.0010			< 0.0010		< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010			< 0.0010		< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010			< 0.0010		< 0.0010	0.0010	Ir
<0.0010		< 0.0010			< 0.0010		0.0010	0.0010	Ir
<0.0009		< 0.0010		< 0.0010	< 0.0010		< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010			< 0.0010		< 0.0010	0.0010	Ir
<0.0010		< 0.0010			0.0010		< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010		< 0.0010	< 0.0010		< 0.0010	0.0010	Ir
<0.0010		< 0.0010			0.0005		< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010			< 0.0010		< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010			< 0.0010		< 0.0010	0.0020	Ir
<0.0010		< 0.0010			< 0.0010		0.0010	0.0039	Ir
<0.0010		< 0.0010			< 0.0010		< 0.0010	0.0015	Ir
<0.0010		< 0.0010			< 0.0010		< 0.0010	0.0039	Ir
<0.0010		< 0.0010			0.0010		< 0.0010	0.0010	Ir
<0.0009		< 0.0010		< 0.0010	< 0.0010		0.0029	0.0020	Ir
<0.0010		< 0.0010			< 0.0010		< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010			< 0.0010		0.0078	0.0020	Ir
<0.0009		0.0010		< 0.0010	< 0.0010		< 0.0010	0.0040	Ir

	<0.0010		< 0.0010		< 0.0010		0.0020			0.0109	0.0030	Ir
	<0.0009		< 0.0010				0.0030			0.0030	0.0069	Ir
	<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
	<0.0010		< 0.0010				< 0.0010			0.0010	< 0.0010	Ir
	<0.0010		< 0.0010				< 0.0009			< 0.0010	< 0.0010	Ir
	<0.0009		< 0.0010				0.0010			0.0040	0.0049	Ir
	0.0019		< 0.0010				< 0.0010			< 0.0010	0.0010	Ir
	<0.0010		< 0.0010		< 0.0010		< 0.0010			< 0.0010	< 0.0010	Ir
	<0.0009		< 0.0010				< 0.0005			< 0.0010	< 0.0010	Ir
	<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0050	Ir
	0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
	<0.0009		< 0.0010				< 0.0010			0.0039	0.0010	Ir
	<0.0009		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
	<0.0009		< 0.0010				< 0.0010			0.0014	0.0010	Ir
	0.0029		0.0010		< 0.0010		< 0.0010			< 0.0010	0.0010	Ir
	<0.0010		< 0.0010				< 0.0010			0.0010	0.0118	Ir
	<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0087	Ir
	0.0010		< 0.0010		< 0.0010		< 0.0005			< 0.0010	0.0010	Ir
	<0.0009		(sample vandalized)				0.0009			0.0019	0.0084	Ir
	<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0019	Ir
	0.0009		< 0.0010				< 0.0010			0.0010	0.0048	Ir
ed)	0.0009		< 0.0010		< 0.0010		< 0.0010			0.0010	< 0.0010	Ir
	<0.0009		< 0.0010				< 0.0009			< 0.0009	0.0047	Ir
	<0.0009		0.0010				< 0.0010			0.0058	0.0039	Ir
	<0.0009		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
	0.0019		< 0.0010				< 0.0010			0.0030	0.0040	Ir
	<0.0009		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
	0.0009		< 0.0010		< 0.0010		< 0.0010			0.0010	0.0088	Ir
	0.0009		< 0.0010				< 0.0009			< 0.0009	< 0.0009	Ir
	<0.0009		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
	<0.0009		< 0.0010				0.0010			0.0020	< 0.0010	Ir
	<0.0009		< 0.0010		< 0.0010		< 0.0010			0.0010	0.0020	Ir
	<0.0009		< 0.0010				0.0010			< 0.0010	< 0.0010	Ir
	<0.0009		< 0.0010				< 0.0010			< 0.0010	0.0020	Ir
	0.0009		0.0010				0.0020			0.0010	< 0.0008	Ir
	<0.0010		0.0010				< 0.0010			0.0010	< 0.0010	Ir
	<0.0009		(sample vandalized)				0.0010			0.0010	< 0.0010	Ir
	<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
	<0.0010		< 0.0010		< 0.0010		< 0.0010			< 0.0010	< 0.0010	Ir

0.0276		< 0.0010			< 0.0009			< 0.0009	[redacted]	Ir
<0.0009		< 0.0009			< 0.0010			< 0.0010	0.0010	Ir
<0.0010		0.0010			< 0.0009			< 0.0005	< 0.0009	Ir
<0.0010		< 0.0009		< 0.0010	< 0.0005			< 0.0009	< 0.0009	Ir
<0.0009		0.0010			< 0.0009			< 0.0010	0.0020	Ir
<0.0010		< 0.0010			0.0029			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010			< 0.0010			< 0.0010	0.0020	Ir
0.0019		< 0.0010			< 0.0010			< 0.0010	0.0010	Ir
<0.0009		0.0010			0.0010			< 0.0010	0.0010	Ir
<0.0009		0.0010			< 0.0010			< 0.0010	0.0059	Ir
<0.0009		0.0010		< 0.0010	< 0.0009			< 0.0009	< 0.0009	Ir
<0.0010		< 0.0010			< 0.0010			< 0.0010	< 0.0005	Ir
<0.0009		< 0.0010			< 0.0010			< 0.0010	0.0010	Ir
0.0018		< 0.0010		< 0.0010	0.0010			< 0.0010	< 0.0010	Ir
0.0028		< 0.0005			< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010			< 0.0010			0.0010	(equip't failure)	Ir
0.0009		< 0.0010			< 0.0010			< 0.0010	< 0.0010	Ir
<0.0011		< 0.0010			< 0.0009			< 0.0009	(filter damaged)	Ir
<0.0009		< 0.0009		< 0.0009	< 0.0010			0.0020	< 0.0009	Ir
0.0020		< 0.0010			0.0030			0.0010	0.0069	Ir
0.0009		0.0020		< 0.0005	< 0.0010			<0.0010	0.0030	Ir
0.0028		0.0010			0.0010			0.0020	0.0069	Ir
<0.0009		0.0010			0.0010			0.0109	0.0129	Ir
<0.0009		0.0010			< 0.0010			0.0010	0.0034	Ir
<0.0009		< 0.0010			0.0010			0.0046	0.0100	Ir
0.0009		< 0.0010			< 0.0010			< 0.0010	0.0010	Ir
<0.0009		< 0.0010			< 0.0010			< 0.0010	0.0010	Ir
<0.0009		< 0.0010		< 0.0010	< 0.0010			0.0010	< 0.0010	Ir
0.0010		< 0.0010			< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010			< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010			< 0.0010			< 0.0010	0.0020	Ir
0.0009		< 0.0010		0.0010	< 0.0010			0.0010	0.0109	Ir
0.0009		0.0020			< 0.0010			0.0040	[redacted]	Ir
0.0009		< 0.0010			< 0.0010			0.0049	0.0109	Ir
<0.0009		< 0.0010			< 0.0010			< 0.0010	0.0039	Ir
0.0009		< 0.0010			< 0.0010			< 0.0010	0.0010	Ir
<0.0009		< 0.0010			< 0.0010			< 0.0010	< 0.0010	Ir
0.0009		< 0.0010			< 0.0010			< 0.0010	< 0.0010	Ir
0.0009		< 0.0010		< 0.0010	< 0.0010					

<0.0009		< 0.0010				< 0.0010			0.0010	0.0089	Ir
<0.0009		< 0.0010		< 0.0010		< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010				< 0.0010			0.0010	0.0060	Ir
<0.0009		< 0.0010		0.0010		< 0.0010			< 0.0010	0.0054	Ir
<0.0009		< 0.0010				< 0.0010			0.0039	0.0089	Ir
<0.0009		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
0.0009		< 0.0010				< 0.0010			0.0020	< 0.0010	Ir
<0.0009		0.0010				< 0.0010			0.0039	0.0059	Ir
<0.0010		< 0.0010				0.0010			0.0020	0.0137	Ir
<0.0010		< 0.0010				< 0.0010			0.0020	0.0010	Ir
0.0010		< 0.0010				< 0.0010			0.0010	0.0059	Ir
<0.0009		< 0.0010				< 0.0010			< 0.0010	0.0020	Ir
0.0018		< 0.0010		< 0.0010		< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				0.0019			0.0116	0.0145	Ir
0.0019		< 0.0010				0.0010			< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010		< 0.0010		< 0.0010			< 0.0010	< 0.0009	Ir
<0.0009		< 0.0010				< 0.0009			< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010				< 0.0010			0.0048	0.0048	Ir
0.0009		< 0.0010		< 0.0010		< 0.0010			0.0029	< 0.0010	Ir
<0.0009		< 0.0010				0.0009			< 0.0009	0.0112	Ir
0.0009		< 0.0010				< 0.0010			0.0010	0.0010	Ir
0.0019		< 0.0010				< 0.0010			< 0.0010	0.0020	Ir
0.0009		0.0010				0.0010			0.0029	0.0331	Ir
0.0010		0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010		< 0.0010		< 0.0010			0.0010	(equip't failure)	Ir
<0.0009		< 0.0005				< 0.0009			0.0009	0.0009	Ir
0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009		0.0010				0.0010			0.0000	0.0059	Ir
<0.0009		< 0.0010		< 0.0010		0.0010			0.0030	0.0039	Ir
<0.0010		< 0.0010				< 0.0005			< 0.0010	0.0147	Ir
<0.0010		0.0020				< 0.0010			< 0.0010	0.0079	Ir
0.0018		< 0.0010				0.0010			0.0059	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0020	Ir
<0.0009		< 0.0010		< 0.0010		< 0.0010			0.0089	0.0386	Ir
<0.0010		< 0.0010				< 0.0005			0.0010	< 0.0010	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0162	Ir

<0.0009		< 0.0010				< 0.0010			< 0.0010	0.0010	Ir
<0.0010		< 0.0010				< 0.0010			0.0010	0.0067	Ir
0.0010		< 0.0010				< 0.0009			< 0.0009	< 0.0009	Ir
<0.0010		< 0.0010				< 0.0010			< 0.0010	0.0058	Ir
<0.0010		< 0.0009				< 0.0010			< 0.0010	0.0010	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010			< 0.0010	0.0010	Ir
0.0009		0.0010				< 0.0010			0.0010	0.0039	Ir
0.0010		< 0.0010				< 0.0010			< 0.0010	(not accessible)	Ir
<0.0010		< 0.0010		< 0.0010		< 0.0010			< 0.0010	(not accessible)	Ir
<0.0010		< 0.0010				< 0.0005			< 0.0010	0.0019	Ir
<0.0009		< 0.0005				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0009		< 0.0010				< 0.0010			< 0.0010	< 0.0010	Ir
<0.0010	(monitoring discontinued at these locations per SFDPH approval effective 22 May 2012)										Ir
0.0009											Ir
<0.0010											Ir
<0.0009											Ir
<0.0010											Ir
0.0010											Ir
<0.0009											Ir
<0.0009											Ir
<0.0009											Ir
<0.0010											Ir
<0.0010											Ir
1	--	--	--	--	--	--	--	--	--	--	E
2	0	2	0	6	0	10	0	13	34	59	E
										178	T

-10/HV-12 that occur after 26 January 2007 do not cause a shutdown of grading operations.

structures/m^3). However, due to the inherent uncertainty in the analytic method (i.e., an uncertainty of 900 structures per cubic meter),

tos results exceed 15,100 structures/m^3 at any monitoring location other than HV-10/HV-12.

ing sampling due to flooding of sampling apparatus.

ed, due to "restart" criteria having been met with the previous day's results.

ation (NOV) on 8/20/07 for a violation that occurred on 8/17/07 of Dust Control Plan requirements. SFDPH required a two-day shut down of dust generating activities.

criteria having been met with the results from two days prior and contractor not working that day.

criteria having been met with the results from prior day(s) and contractor not working that day.

ures were installed on 23 June 2010 and 7 July 2010 with concurrence of BAAQMD staff.

lot Applicable	**Low** - Definitive remedial action objectives (RAOs) have not yet been established for groundwater at this site, however it is very unlikely that this alternative would meet the RAOs.	**Low** - It is very unlikely that this alternative would meet regulatory approval.		- As is typical for alternatives, the ' retained for comp
Containment	**Potentially[1] High** - This technology is highly effective for containment of groundwater impacts, when properly designed and implemented. Operation of the extraction system would need to continue for as long as hydraulic control is required.	**Medium-High** - There are no site factors that suggest that the groundwater extraction wells, conveyance piping, and treatement system required for this technology would be difficult to install. - Land use would be disrupted briefly in the short-term during installation of wells and piping. - This technology requires a small above-ground treatment system, creating a moderate impact on long-term land use.	**Medium-High** - Cost is medium-high, due to the extended period of operation required.	**Yes** -Based on the pr retained for more retained alternati
Containment	**Potentially[1] Medium** - This technology can be effective at slowing the rate of groundwater flow, however some flow of water around the sides of the slurry wall is likely.	**Low** - It is not realistically feasible to place a physical barrier at the depths required at this site, due to limitation in trenching and/or pile-driving equipment. - As an alternative to trenching or pile-driving, in-situ aquifer biofouling has been attempted at other sites to create a physical barrier to flow. This technology, however, has not been well demonstrated at the large scale required at this site.	**High** - Cost is high because an extremely deep trench excavation would be required to install a slurry wall.	**No** -This technology implementation c site.
Containment	**Potentially[1] High** - Iron wall PRBs are reliably effective when designed and installed correctly. - Periodic replacement of the PRB is required due to loss of reactivity over time.	**Low** - It is not realistically feasible to place a PRB at the depths required for this site, due to limitation in trenching equipment.	**High** - Cost is high because large-scale excavation would be required	**No** -This technology implementation c site.

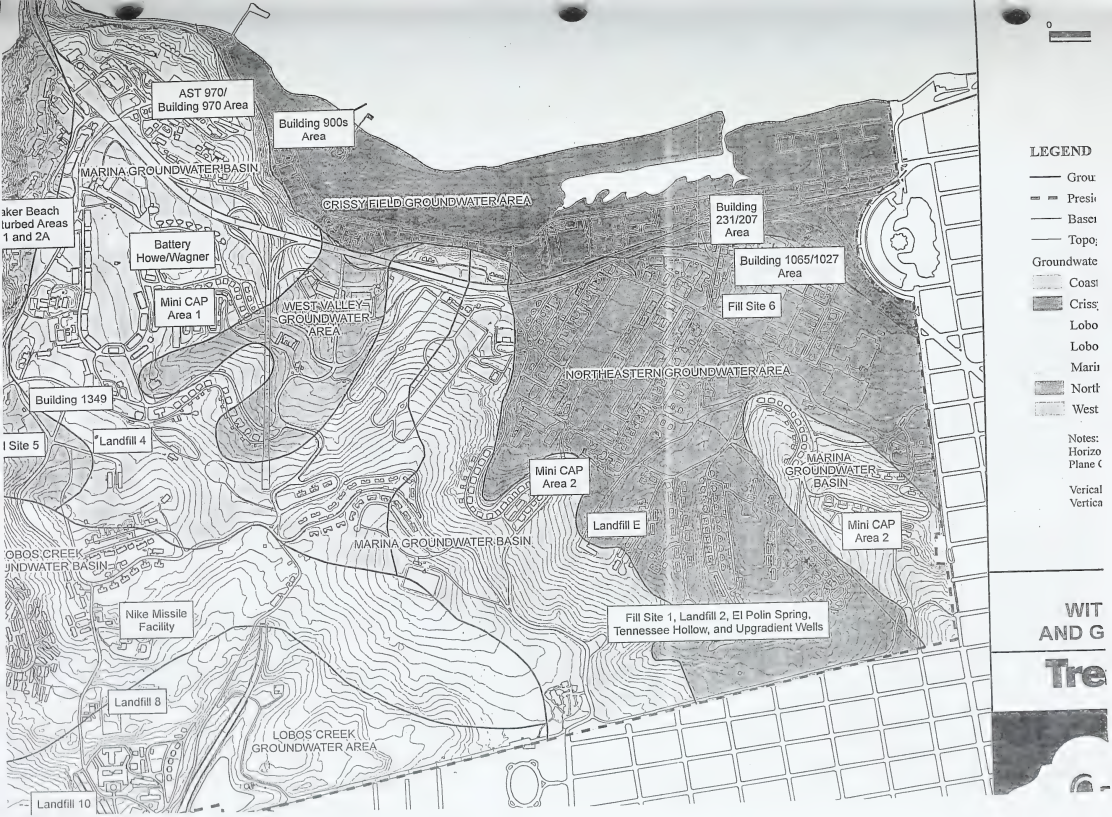
Containment	**[illegible]entially[1] Medium to High** - Effectiveness depends, in part, on the type of reagent used. - Zero Valent Iron (ZVI) reagent is effective and reliable as an injected PRB, when designed and installed correctly. - Biological reduction reagents can be effective as a PRB, when designed and installed correctly, however, due to the more complicated nature of biological remediation, the likelyhood of success is lower than for ZVI.	**Medium-High** - There are no site factors that suggest that the reagent injection points and monitoring wells required for this technology would be difficult to install. - Land use would be disrupted briefly in the short-term during reagent injection. - As an in situ technology, this technology would have little impact on long-term land use following initial injection.	**Low-Medium to Medium-High** - Cost ranges from low-medium using a biological reagent to medium-high using ZVI.	**-[illegible] on the pr retained for more retained alternati**
Treatment	**Low** - This technology is no longer considered effective for aquifer remediation because of the length of time required to achieve effective cleanup. For contaminants with low solubility, the time required for cleanup can be on the order of decades and longer.	**High** - There are no site factors that suggest that the groundwater extraction wells, conveyance piping, and treatement system require for this technology would be difficult to install. - Land use would be disrupted briefly in the short-term during installation of wells and piping. - This technology requires a small above-ground treatment system, creating a moderate impact on long-term land use.	**High** - Cost is high, due to the extended period of operation required.	**No** -This technology effectiveness of t further evaluatior
Treatment	**Low** - This technology can effectively remove contaminants when the groundwater elevation is lowered to expose the soil of the impacted aquifer to air flow, and sufficient air flow can be generated to capture the contaminants. - Due to the depth of contaminants at the site, it is very unlikely that the groundwater elevation could be lowered deep enough for effective remediation. - The heterogeneity and confined to semi-confined aquifer conditions at this site are likely to further limit both groundwater drawdown and air flow.	**Medium-High** - There are no site factors that suggest that the groundwater extraction wells, vapor extraction wells, conveyance piping, and treatement system required for this technology would be difficult to install. - Land use would be disrupted briefly in the short-term during installation of wells and piping. - This technology requires an above-ground treatment system, creating a moderate impact on long-term land use.	**Medium-High** - Cost is medium-high, due to the initial construction required and the extended period of operation required. - If vadose zone remediation is required, this technology becomes more cost effective, because it does not require a separate vadose zone remediation system.	**No** -This technology effectiveness of t further evaluatior

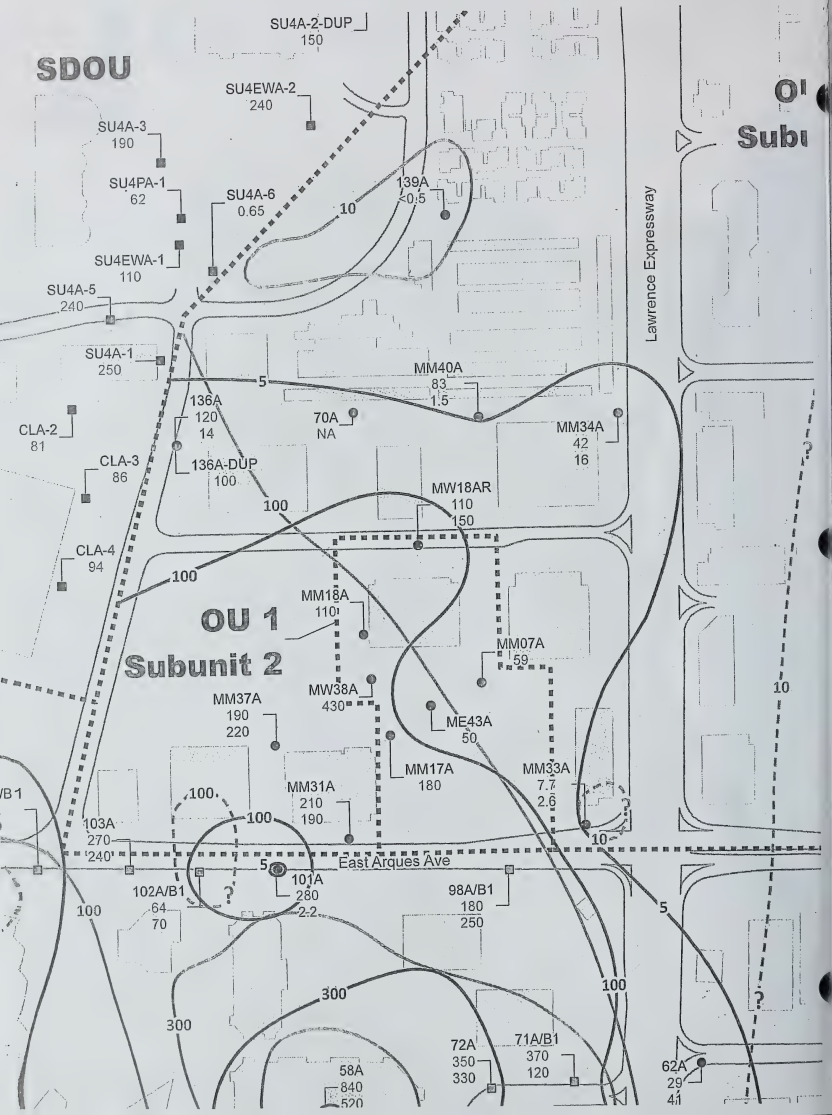
Treatment	Medium - This technology can effectively strip volatile contaminants when injected air makes adequate contact with the impacted aquifer. - The effectiveness of this technology may be dimished by the heterogeneity present at this site, because injected air will tend to find a single pathway to the vadose zone, rather than remediate a large area. - The confined to semi-confined aquifer conditions at this site are likely to further limit the effectiveness of this technology. - This technology offers the added benefit of remediation of contaminants in the vadose zone, in addition to the groundwater.	- There are no site factors that suggest that the air sparge wells, vapor extraction wells, conveyance piping, and treatement system required for this technology would be difficult to install. - Land use would be disrupted briefly in the short-term during installation of wells and piping. - This technology requires an above-ground treatment system, creating a moderate impact on long-term land use.	- Cost is medium-high, due to the initial construction required and the extended period of operation required. - If vadose zone remediation is required, this technology becomes more cost effective, because it does not require a separate vadose zone remediation system.	-Based on the pr retained for more retained alternati
Treatment	**Medium-High** - This technology can greatly increase the removal and capture of volatile contaminants, such as those present at this site. - The confined to semi-confined aquifer conditions at this site may somewhat limit the effectiveness of this technology, although it likely would still be effective. - This technology offers the added benefit of remediation of contaminants in the vadose zone, in addition to the groundwater.	**Low** - Given the current land use at this site, this technology would be difficult to operate. High subsurface temperatures could pose a health and safety hazard to the occupied buildings and public areas above. Electrical resistance heating would be especially difficult due to the danger of high voltages required. Land use in the short- and long-term may be significantly disrupted.	**High** - Cost is high, due to the intitial system construction required and the intense energy use during operation. - If vadose zone remediation is required, this technology becomes more cost effective, because it does not require a separate vadose zone remediation system.	**No** -This technology implementation a to warrant further

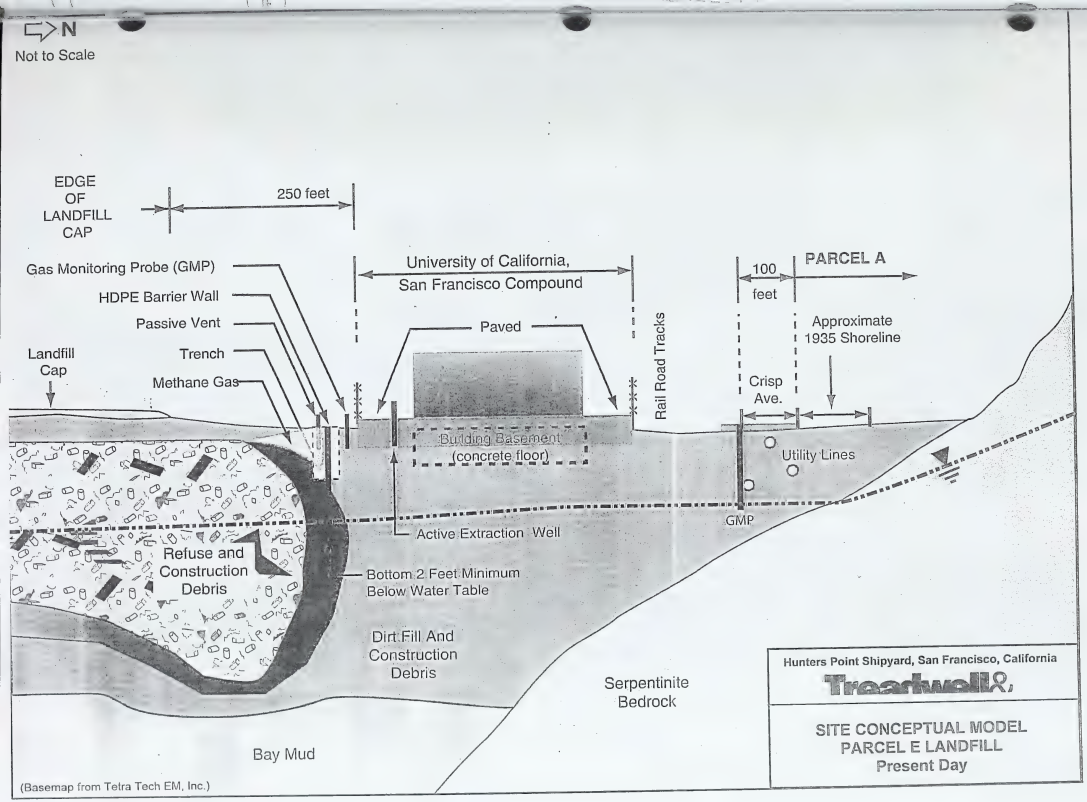
Treatment	**Medium-High** - Bioremediation will effectively transform contaminants into harmless breakdown products, when reducing condition are created, appropriate microbes are present, and sufficient carbon and hydrogen is available. - Injection of the appropriate microbes may be required. - A "stall" in reductive dechlorination partway through the degradation pathway is always of concern, as it has the potential to leave residual vinyl chloride. Such a stall can be avoided though conservative design and reinjection of reagent, if necessary. Vinyl chloride (VC) is also known to degrade aerobically, so natural attenuation of VC generally will occur to some extent once aerobic conditions are re-established or the VC migrates away from the treatment area. - The longevity of certain bioremediation reagents in the subsurface, such as vegetable oil (up to 5 years), may increase the effectiveness of this technology because it will allow for extended contact with the impacted aquifer.	- There are no s[illegible]rs that suggest that the reagent injection po[illegible] and monitoring wells required for this technology would be difficult to install. - Numerous commercially-available bioremediation reagents are capable of creating anaerobic conditions in groundwater that was previously aerobic. - The regulatory agency for this site tends to look skeptically on the injection of any substance into the groundwater. This may be partially addressed by the fact that bioremediation substrates are typically safe, food-grade products. - Land use would be disrupted briefly in the short-term during reagent injection. - As an in situ technology, this technology has virtually no impact on long-term land use following initial injection.	- Cost is medium, a result of significant injection cost upfront, but no operation and maintenance required once the injection is complete.	[illegible] on the pr[illegible] [illegible]d for more retained alternati
Treatment	**Medium-High** - Chemical oxidation will effectively transform contaminants into harmless breakdown products, when contact is made between the oxidant and the contaminant. - The effectiveness of achieving good contact can be limited by soil heterogeneity, because injected oxidant will tend to flow into the course-grained sediments and bypass fine-grained sediments. Such limitations will impact short-lived oxidants (such as hydrogen peroxide) more than long-lived oxidants (such as permangante). - Multiple injections of oxidants may be required for full remediation, due to rebound of contaminants in areas where contact did not occur, or due to contaminants partitioning from soil to groundwater.	**Low - Medium** - The technology may be moderately difficult to implement at the site, because the heat and gas generation associated with many of the commonly-used oxidants can present a health and safety hazard. The significant depth to groundwater at this site may mitigate much of the health and safety risk. - The regulatory agency for this site tends to look skeptically on the injection of any substance into the groundwater, especially powerful chemicals such as oxidants. - Chemical oxidation can create hexavalent chromium from naturally-occurring reduced chromium present at the site. At this site, total chromium has been detected above the MCL, therefore an increased risk of hexavalent chromium exists with this technology. - Land use would be disrupted in the short-term during reagent injection. - As an in situ technology, this technology has virtually no impact on long-term land use following initial injection.	**Medium-High** - Cost is medium-high, a reflection of the relatively high cost of chemical oxidants.	**Yes** -Based on the pr retained for more retained alternati

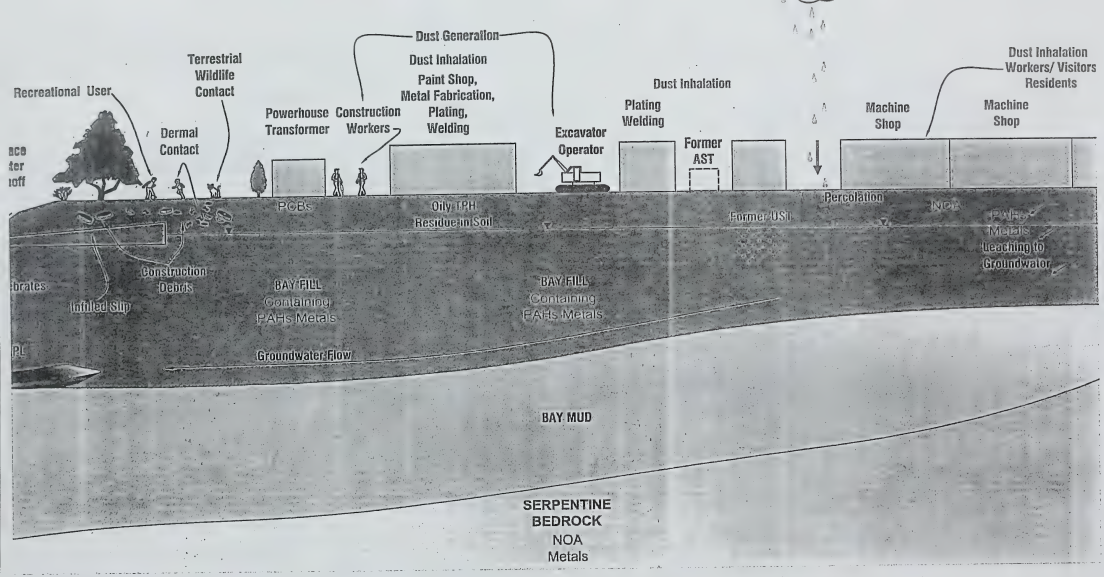
	- ZVI will effectively transform contaminants into harmless breakdown products, when contact is made between the ZVI and the contaminant. Contaminants will also break down in the presence of strongly reducing conditions created in the vicinity of ZVI. - The effectiveness of achieving good contact can be limited by soil heterogeneity, however this limitation is typically overcome by the use of pneumatic fracturing when installing ZVI. - The longevity of ZVI in the subsurface, up to 10 years, may increase the effectiveness of this technology.	- The technology may implement at the site, because the pneumatic injection technique can result in some daylighting of ZVI reagent, presenting a minor health and safety hazard. The significant depth to groundwater at this site may mitigate much of the health and safety risk. - The regulatory agency for this site tends to look skeptically on the injection of any substance into the groundwater. - Land use would be disrupted in the short-term during reagent injection. - As an in situ technology, this technology has virtually no impact on long-term land use following initial injection.	relatively very high cost of ZVI, as compared to other reagents.	retained for more retained alternati

ished for groundwater at this site, therefore it is not certain whether this, or any, containment-only technology would meet the RAOs.


AST 970/
Building 970 Area
Building 900s
Area
MARINA GROUNDWATER BASIN
CRISSY FIELD GROUNDWATER AREA
aker Beach
turbed Areas
1 and 2A
Battery
Howe/Wagner
Mini CAP
Area 1
WEST VALLEY
GROUNDWATER
AREA
Building
231/207
Area
Building 1065/1027
Area
Fill Site 6
NORTHEASTERN GROUNDWATER AREA
Building 1349
Landfill 4
l Site 5
Mini CAP
Area 2
MARINA
GROUNDWATER
BASIN
Landfill E
MARINA GROUNDWATER BASIN
Mini CAP
Area 2
OBOS CREEK
NDWATER BASIN
Nike Missile
Facility
Fill Site 1, Landfill 2, El Polin Spring,
Tennessee Hollow, and Upgradient Wells
Landfill 8
LOBOS CREEK
GROUNDWATER AREA
Landfill 10
LEGEND
Grou
Presi
Basc
Topo
Groundwate
Coast
Criss
Lobo
Lobo
Mari
North
West
Notes:
Horizo
Plane
Verical
Vertica
WIT
AND G
Tre


SDOU
SU4A-2-DUP
150
SU4EWA-2
240
SU4A-3
190
SU4PA-1
62
SU4A-6
0.65
10
139A
<0.5
SU4EWA-1
110
SU4A-5
240
SU4A-1
250
5
MM40A
83
1.5
136A
120
14
70A
NA
MM34A
42
16
CLA-2
81
CLA-3
86
136A-DUP
100
MW18AR
110
150
100
CLA-4
94
100
MM18A
110
OU 1
Subunit 2
MM07A
59
MW38A
430
MM37A
190
220
ME43A
50
MM17A
180
MM33A
7.7
2.6
10
MM31A
210
190
100
100
103A
270
240
5
East Arques Ave
101A
280
2.2
102A/B1
64
70
98A/B1
180
250
100
5
300
300
100
72A
350
330
71A/B1
370
120
58A
840
520
62A
29
41
Lawrence Expressway


N
Not to Scale
EDGE OF LANDFILL CAP
250 feet
Gas Monitoring Probe (GMP)
HDPE Barrier Wall
Passive Vent
Trench
Methane Gas
Landfill Cap
University of California, San Francisco Compound
Paved
Building Basement (concrete floor)
Rail Road Tracks
100 feet
PARCEL A
Approximate 1935 Shoreline
Crisp Ave.
Utility Lines
GMP
Active Extraction Well
Refuse and Construction Debris
Bottom 2 Feet Minimum Below Water Table
Dirt Fill And Construction Debris
Serpentinite Bedrock
Bay Mud
(Basemap from Tetra Tech EM, Inc.)
Hunters Point Shipyard, San Francisco, California
Treadwell&
SITE CONCEPTUAL MODEL
PARCEL E LANDFILL
Present Day



ON

ing asbestos	↑ ↑ ↑	Soil vapor
atic hydrocarbons	B36	Building number
biphenyls	▽	Water table
hydrocarbons	←	Groundwater flow
ed highly viscous petroleum		Building
eous phase liquid (DNAPL)		

Contaminants of Concern

Receptors

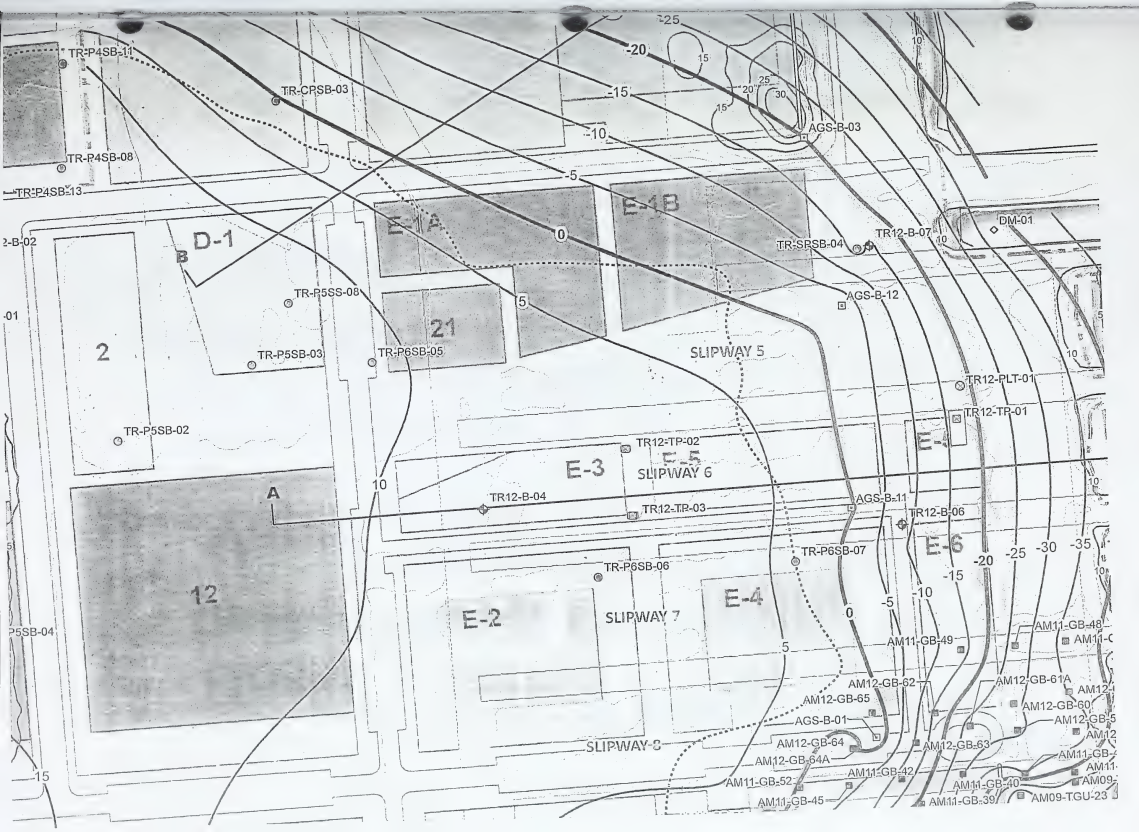
Source

Exposure Pathway

Exposure Media and Release Mechanism

PIER 70 MAS
AN

UPDATE


TR-P4SB-11
TR-CPSB-03
TR-P4SB-08
TR-P4SB-13
AGS-B-03
E-1A
E-1B
D-1
B
TR-SRSB-04
TR12-B-07
DM-01
TR-P5SS-08
21
AGS-B-12
2
TR-P5SB-03
TR-P6SB-05
SLIPWAY 5
TR12-PLT-01
TR12-TR-01
TR-P5SB-02
TR12-TP-02
E-3
E-5
SLIPWAY 6
A
TR12-B-04
TR12-TR-03
AGS-B-11
TR12-B-06
TR-P6SB-07
E-6
12
TR-P6SB-06
E-2
SLIPWAY 7
E-4
AM11-GB-49
AM11-GB-48
AM12-GB-62
AM12-GB-61A
AM12-GB-65
AM12-GB-60
AGS-B-01
AM12-GB-64
AM12-GB-63
AM12-GB-64A
SLIPWAY 8
AM11-GB-42
AM11-GB-52
AM11-GB-40
AM11-GB-45
AM11-GB-39
AM09-TGU-23

Design, Construction, and Performance Monitoring of Vapor Mitigation Systems

Sigrida Reinis, Ph.D., P.E.

Treadwell & Rollo, Inc.
555 Montgomery Street, Suite 1300
San Francisco, CA 94111
(415) 955-9040

Hunters Point Shipyard BCT Meeting

26 September 2006
San Francisco, California

Treadwell&Rollo

Presentation Outline

- Overview of Regulatory Framework
- Example Projects:
  - Port of Oakland – Maintenance facility with office space constructed over an LNAPL plume.
  - Sierra Point – Hotels and Commercial buildings constructed on top on a closed landfill.
- Results of Voluntary Monitoring Program
  - Port of Oakland Maintenance Facility
- Conclusions

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Regulatory Framework for Post-Closure/Remediation Development

- CCR Title 27 California Integrated Waste Management Board Postclosure Land Use regulations (§ 21190).
  - Guidance documents: DTSC, LADBS.
- Plans and specifications are reviewed and approved by the Enforcement Agency (EA, formerly LEA) and California Regional Water Quality Control Board.
- Local air district (e.g., BAAQMD, SCAQMD, SJVAPCD) may require "Permit to Construct" and "Permit to Operate", depending upon presence and concentrations of specific VOCs.
- County and/or City may review and/or have additional requirements.

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Title 27 Requirements for Landfills

All on-site construction on top of landfills or within 1,000 feet of the boundary of any disposal area must meet the following criteria:

1) Geomembrane or equivalent... between floor slab... and subgrade;

2) Permeable layer of open graded material... with a minimum thickness of 12 inches... between the geomembrane and subgrade ...;

3) Geotextile filter... to prevent the introduction of fines into the permeable layer;

4) Perforated venting pipes shall be installed within the permeable layer...;

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Regulatory Requirements (cont.)

5) The venting pipe shall be constructed with the ability to be connected to an induced draft exhaust system;

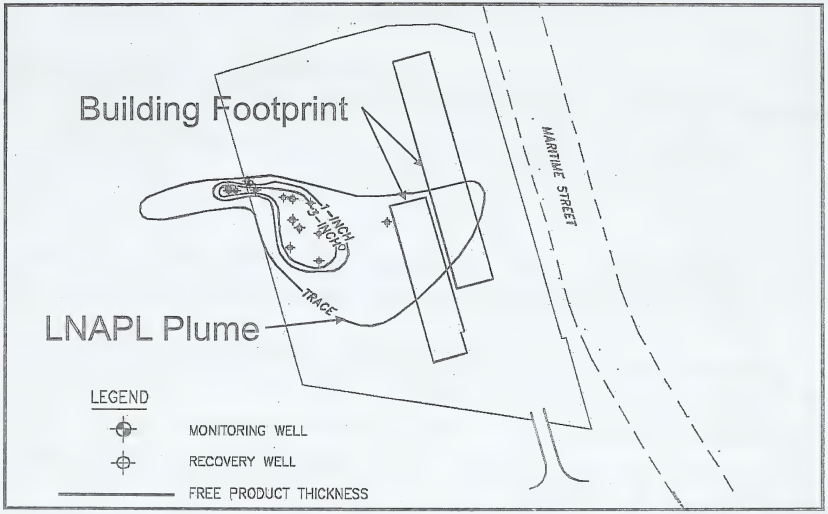
6) Automatic methane gas sensors shall be installed within the permeable gas layer, and inside the building...; and

7) Periodic methane gas monitoring shall be conducted inside all buildings and underground utilities...

➢ **Design principles are similar for sites impacted by volatile organic compounds (VOCs).**

- *T&R's experience has been that regulators may be willing to negotiate certain technical details of mitigation systems, provided the design principles are sound and the regulatory intent is met.*

Port of Oakland – Maintenance Facility



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Wind-assisted Vapor Mitigation System (VMS)

- 12-acre site impacted primarily by methane due to petroleum hydrocarbon release; VOCs also present.
- Purpose of VMS: Reduction of exposure and risks through preclusion of vapor intrusion into indoor air.
- VMS Components:
  - Vapor barrier: Liquid Boot® spray-applied membrane
  - Passive collection and ventilation system: 4-in. dia. perforated PVC pipe in gravel layer
  - Wind turbine at top of each riser
  - Perimeter grade beam inlet vents: Allow fresh air make-up in the gravel layer

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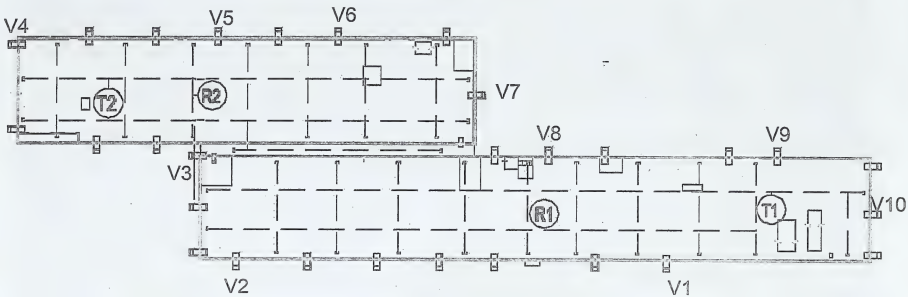
VMS Design – Plan View



LEGEND

— — 4" DIA. SCH. 40 PERFORATED PVC PIPE

▭ PERIMETER GRADE BEAM VENT

(R1) WIND ASSISTED RISER

(T1) UNDERSLAB SOIL GAS TEST PORT

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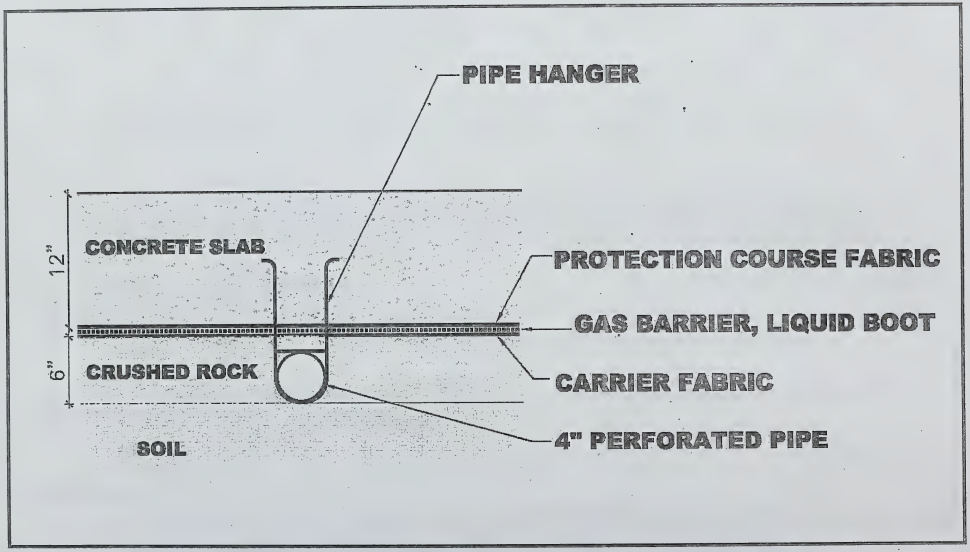
VMS Design – Typical Cross-section



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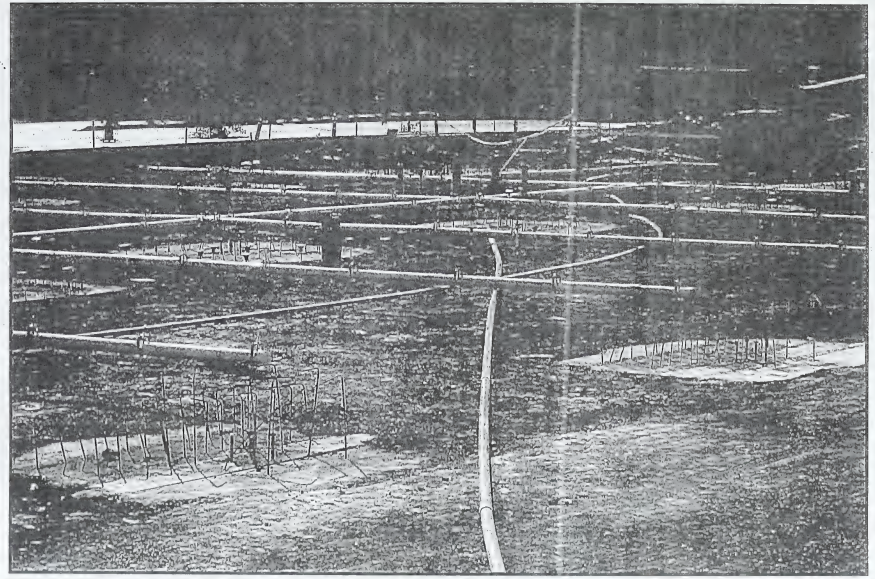
Venting System Collection Pipe Layout



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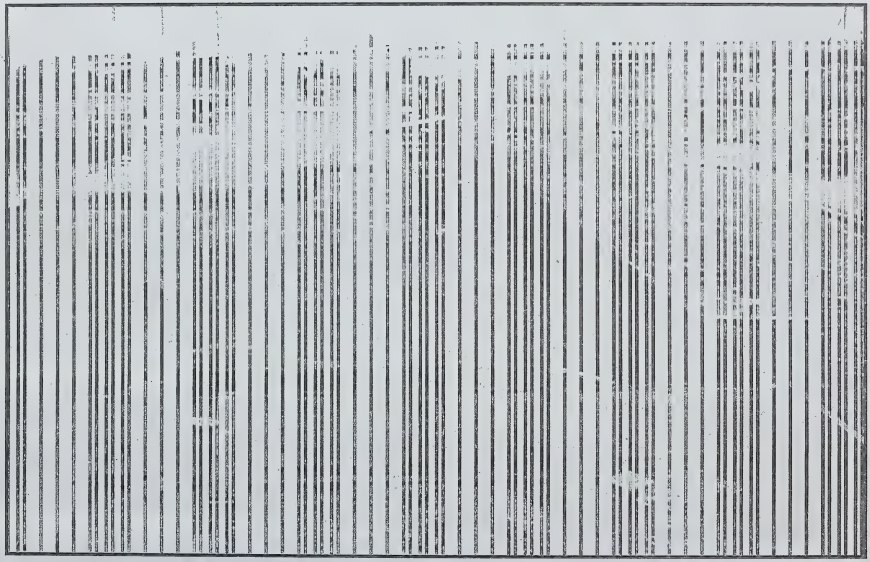
Liquid Boot® Membrane Application



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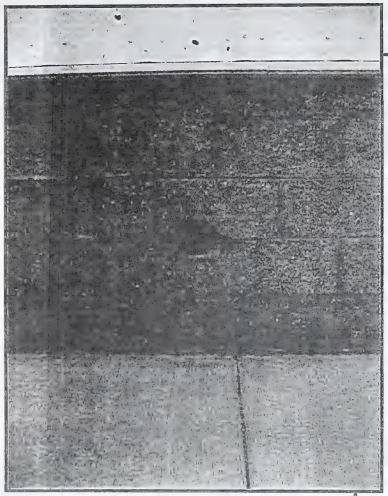
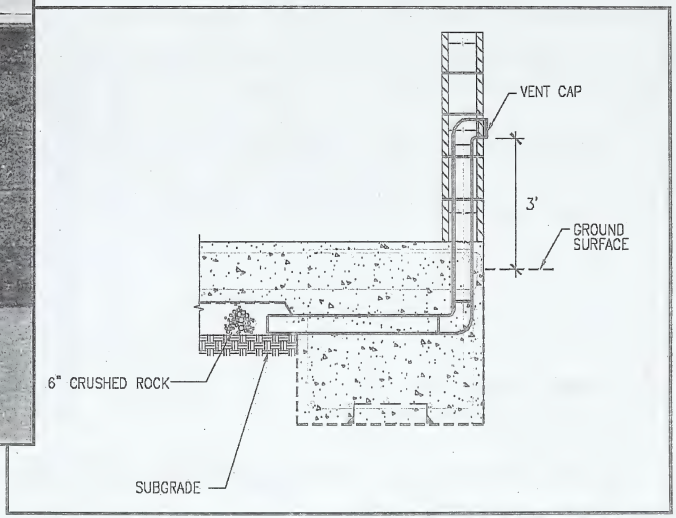
Perimeter Grade Beam Inlet Vents





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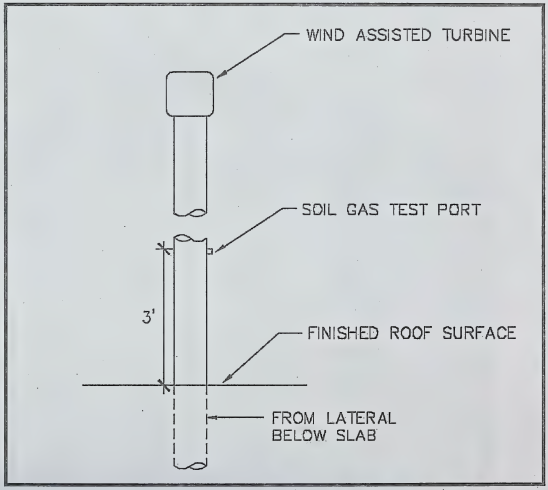
Riser Pipe and Wind Turbine at Roof Level



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Post-Construction Voluntary Monitoring Program

- Purpose: Performed to confirm VMS function without indoor air testing
- 19 sampling events between 5 December 2005 and 10 March 2006
- Parameters monitored at test ports (T1, T2, R1, and R2):
  - Air velocity (ft/min)
  - Volumetric air flow (cfm)
  - Methane concentrations (ppmv)
  - Oxygen concentrations (% by volume)
  - Air Pressure/Vacuum (in. H_2O)
- Smoke test @ perimeter grade beam inlet vents (V1 through V10)

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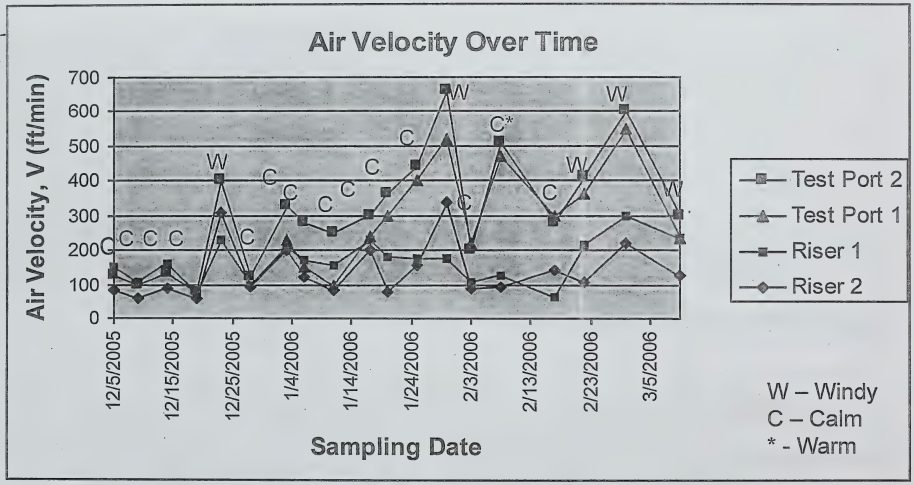
System Air Flow Data



- There is air movement within the system at all times, even on calm days when the wind turbine is not spinning.

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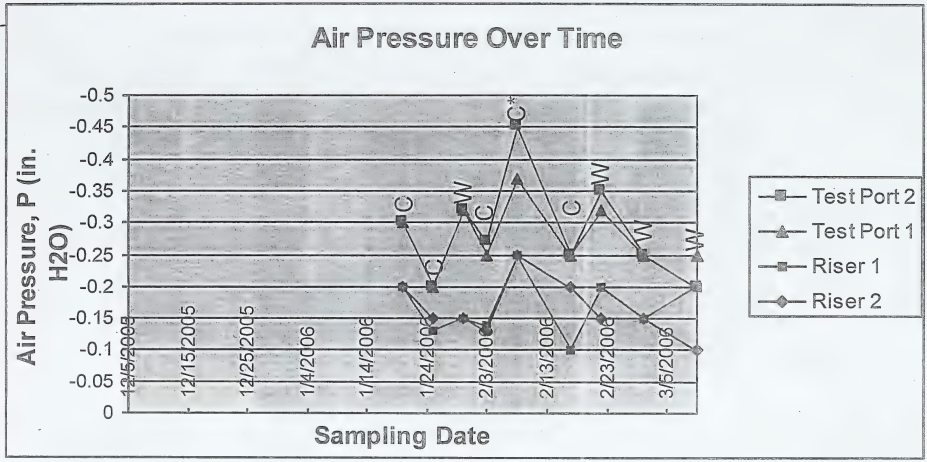
System Air Pressure Data



- There is negative air pressure within the system at all times, even on calm days (wind turbine is not spinning).

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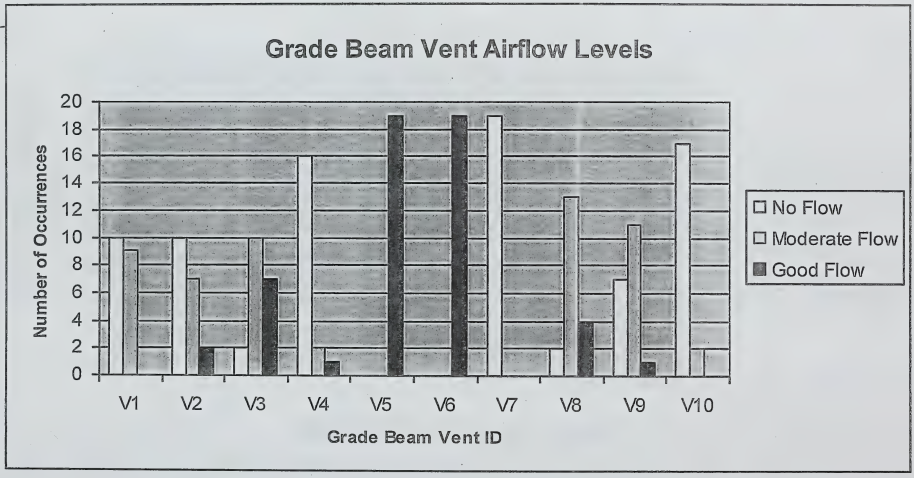
Perimeter Grade Beam Inlet Vent Air Flow



- Perimeter grade beam inlet vents allow fresh atmospheric air to be pulled into the gravel layer and enhance vapor movement towards and up the risers (convective flow).

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VMS Monitoring Program: Conclusions

- VMS allows facility development in advance of final/complete site cleanup.
- "Maintenance-free" with minimal O&M costs.
- Effective in reducing sub-slab vapor concentrations.
  - Combination of convection and wind effects maintain air movement and negative air pressure in the system at all times, even on calm days.
  - Perimeter grade beam vents enhance vapor movement through gravel layer towards and up the risers (convective flow).
- Performance monitoring confirmed VMS function without indoor air testing.

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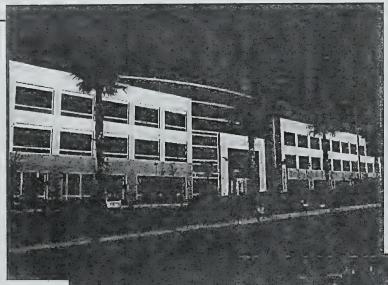
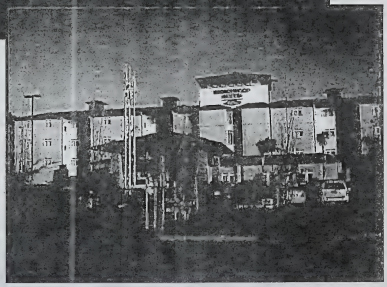
Sierra Point, South San Francisco

Hotels and commercial buildings constructed on top of a closed landfill.





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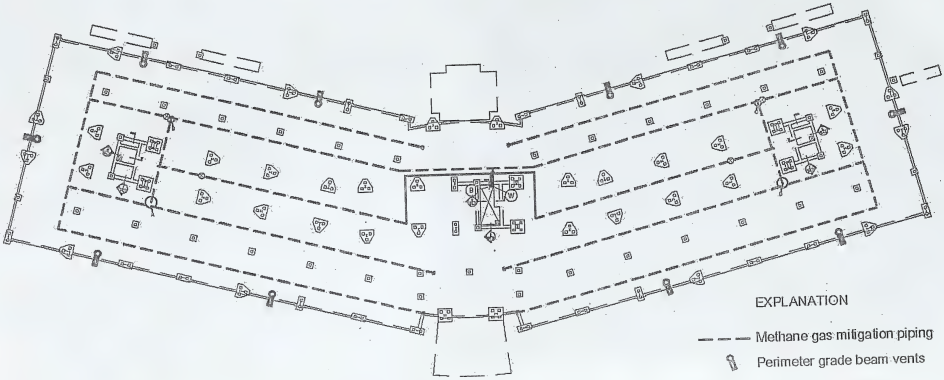
Venting System Schematic



EXPLANATION

- Methane gas mitigation piping
- Perimeter grade beam vents
- (W) Wind assisted riser
- (B) Blower assisted riser

Figure 1

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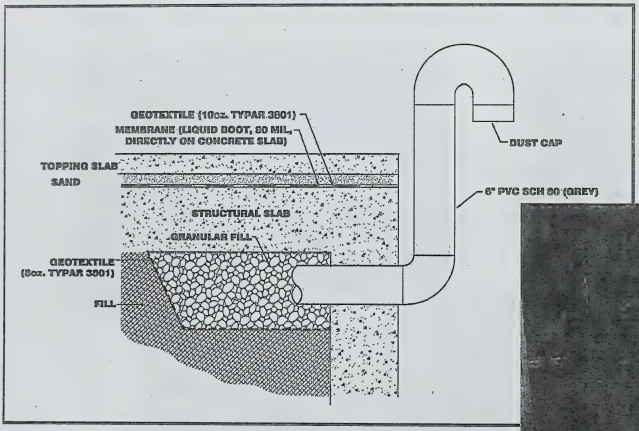
Perimeter Grade Beam Vents



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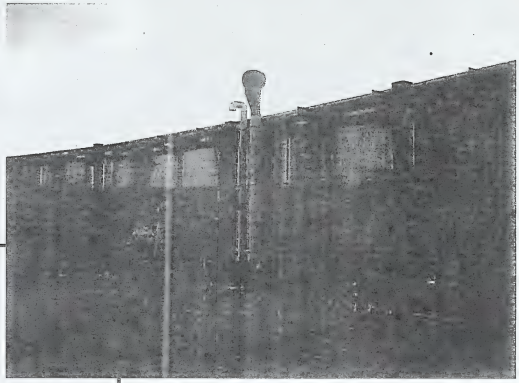
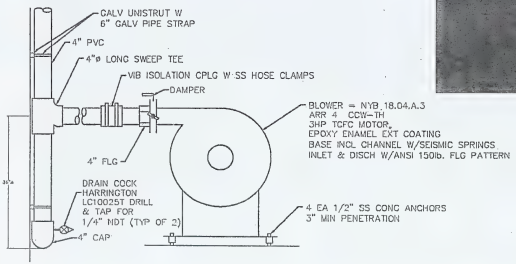
Wind and Power Turbines at Roof Level





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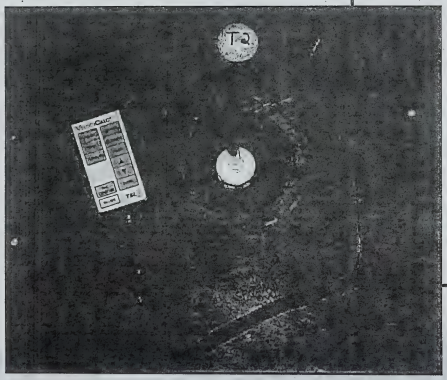
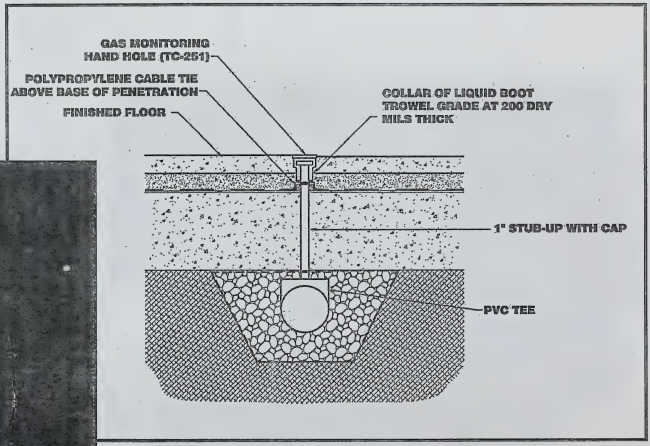
Sub-Slab Monitoring Test Port





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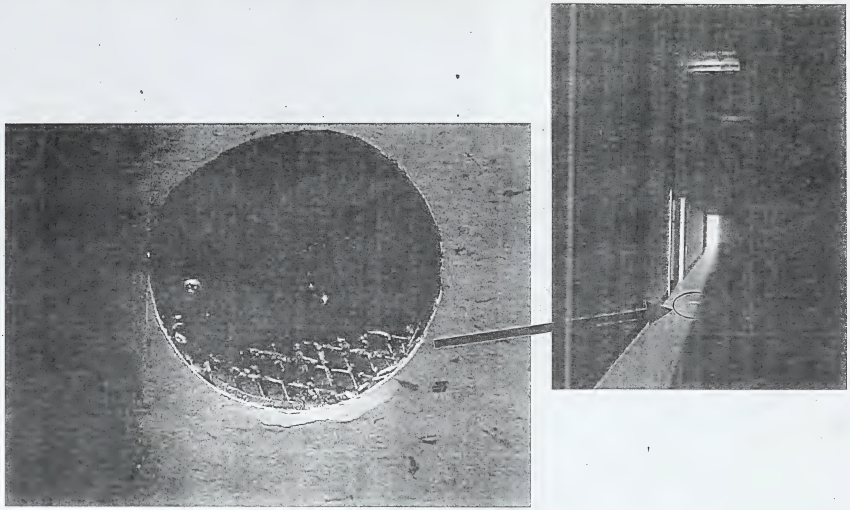
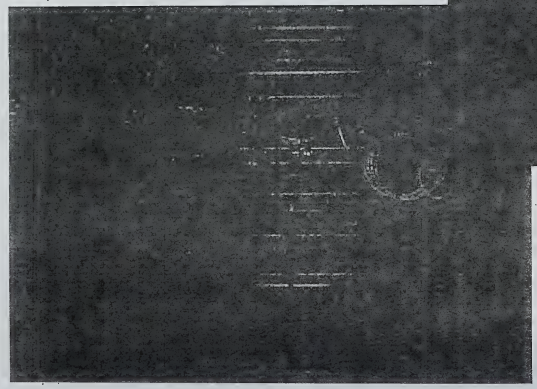
Sub-slab Monitoring Test Port

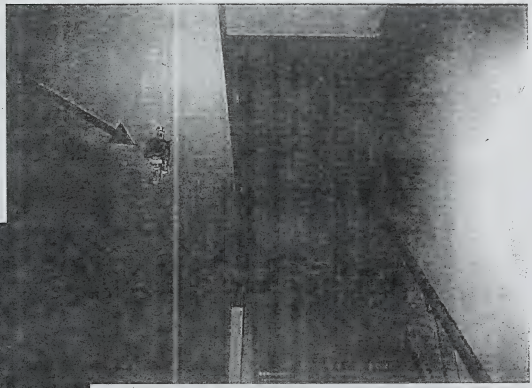


Treadwell&Rollo

Methane Sensors

Ceilings of interior spaces
(shown prior to tenant
improvements)

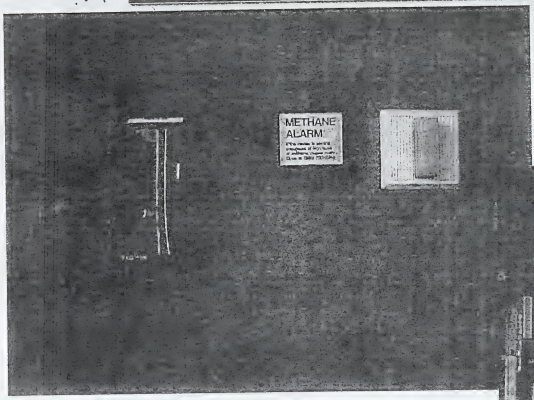




At top of stairwell
(leading to roof)

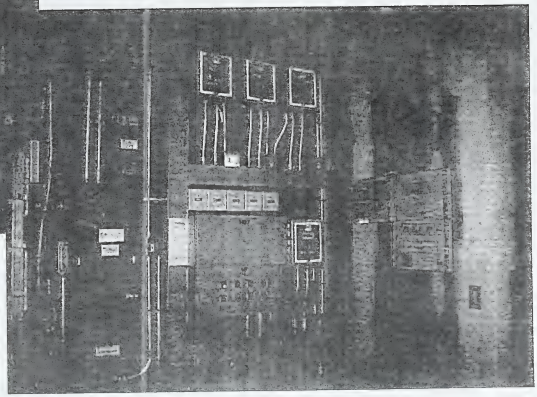
Treadwell&Rollo

Audible and Visible Alarms



Alarms in front lobby

Control systems panels with backup power supply



- 20% LEL – Building fire protection system company alerted; building management personnel called; warning light in lobby illuminated; blower-assisted venting system activated.
- 25% LEL – Building HVAC is switched to "smoke removal function" (OSHA limit for methane = 1.25%).
- 40% LEL – Horn alarm activated; Fire Dept. called.

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Landfill Methane Mitigation Systems: Summary

- Mitigation system allows facility development on top of a closed landfill that will continue to generate methane for many years (decades) or above a VOC plume that may require continuing mitigation.
- Wind-Assist System integral to building construction.
  - Effective in reducing sub-slab vapor concentrations.
  - Low-maintenance with minimal O&M costs.
  - Power-Assist System is incorporated into design only if required and will operate only if/when needed.
- Ability to verify system performance by direct air flow monitoring of sub-slab piping system.

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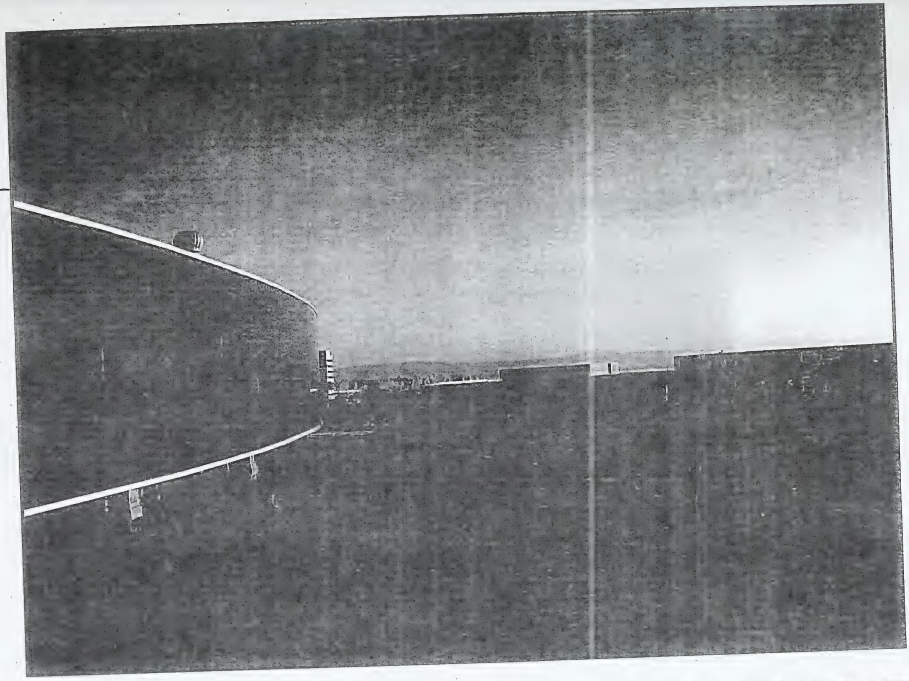

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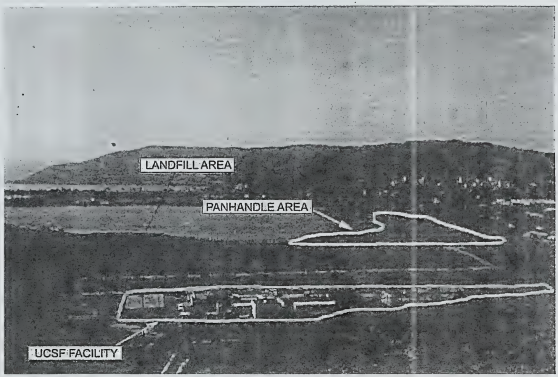
Navy's Proposed Plan for Parcel E-2

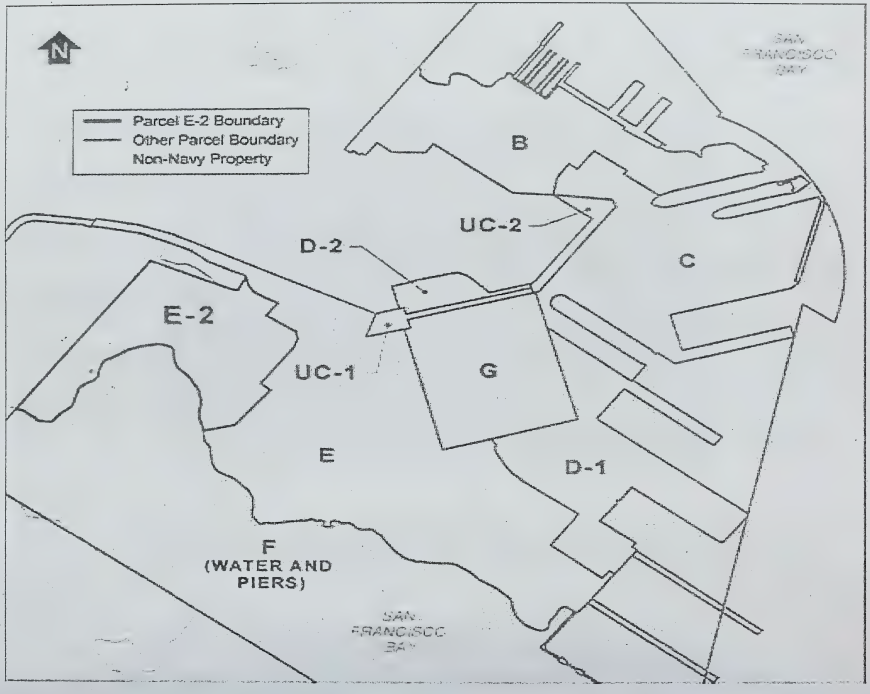


Hunters Point Shipyard Citizens Advisory Committee (CAC)
Environment and Reuse Subcommittee, September 14, 2011

Treadwell&Rollo
A LANGAN COMPANY

Opportunity for Public Comments on Parcel E-2 Proposed Plan

- Navy public comment meeting Sept 20, 2011 at SECC
- Public comment period from Sept 7 to Oct 24
- Public participation is welcome and encouraged. Final decisions will not be made until all comments have been reviewed and considered

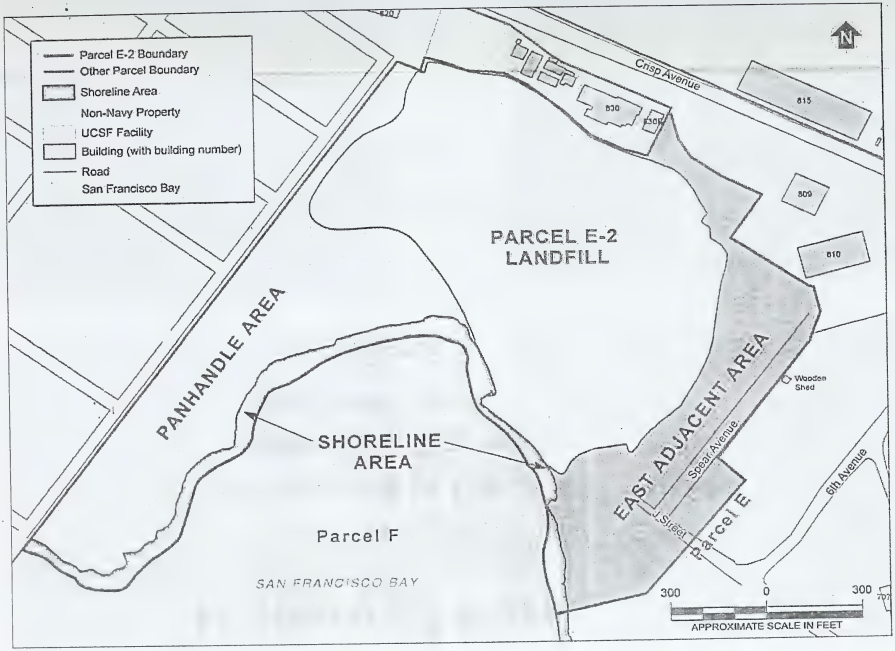

N
Parcel E-2 Boundary
Other Parcel Boundary
Non-Navy Property
SAN FRANCISCO BAY
B
UC-2
C
D-2
E-2
UC-1
G
E
D-1
F
(WATER AND PIERS)
SAN FRANCISCO BAY

Current Condition & Requirements for Transfer

- Parcel E-2 is and has been safe for adjacent residents/businesses and on-site escorted visitors and trained remediation workers
- Navy and Regulatory Agencies have agreed once remedies installed and Regulatory Agencies have concurred suitable for intended use then all Parcels, including E-2, can be transferred when each parcel is ready

CERCLA Process

- CERCLA is a Federal law that governs the process and decision-making for remediation of environmental sites like Parcel E-2
- The Proposed Plan is one of the steps required by CERCLA
- Proposed Plan summarizes site history, environmental investigations, risk assessments, remedial alternatives, and Navy's preferred alternative for remediating contamination
- The Navy is required to consider public input in the selection of the preferred alternative presented in the Proposed Plan



Parcel E-2 Boundary
Other Parcel Boundary
Shoreline Area
Non-Navy Property
UCSF Facility
Building (with building number)
Road
San Francisco Bay
N
Crisp Avenue
815
830
809
810
PARCEL E-2
LANDFILL
PANHANDLE AREA
SHORELINE
AREA
EAST ADJACENT AREA
Wooden
Shed
Spear Avenue
J Street
Parcel E
6th Avenue
Parcel F
SAN FRANCISCO BAY
300
0
300
APPROXIMATE SCALE IN FEET

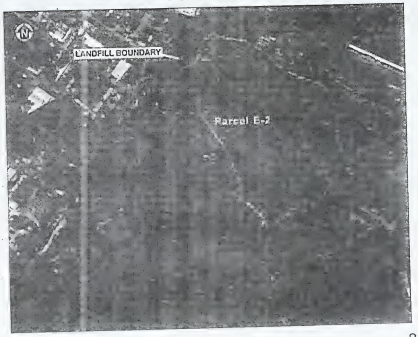
History of Parcel E-2

- Parcel E-2 was created in the 1940s to 1960s by filling in the edge of SF Bay with soil, crushed bedrock, dredged sediments, and waste
- The Navy used the Parcel E-2 Landfill for disposal of construction debris (wood, steel concrete, soil), municipal trash (household trash), and industrial waste (sand blasting waste, paint, solvents, oils)
- The landfill was closed and portion covered in 1974
- Landfill debris fire in 2000 – 14.5 acre area was capped

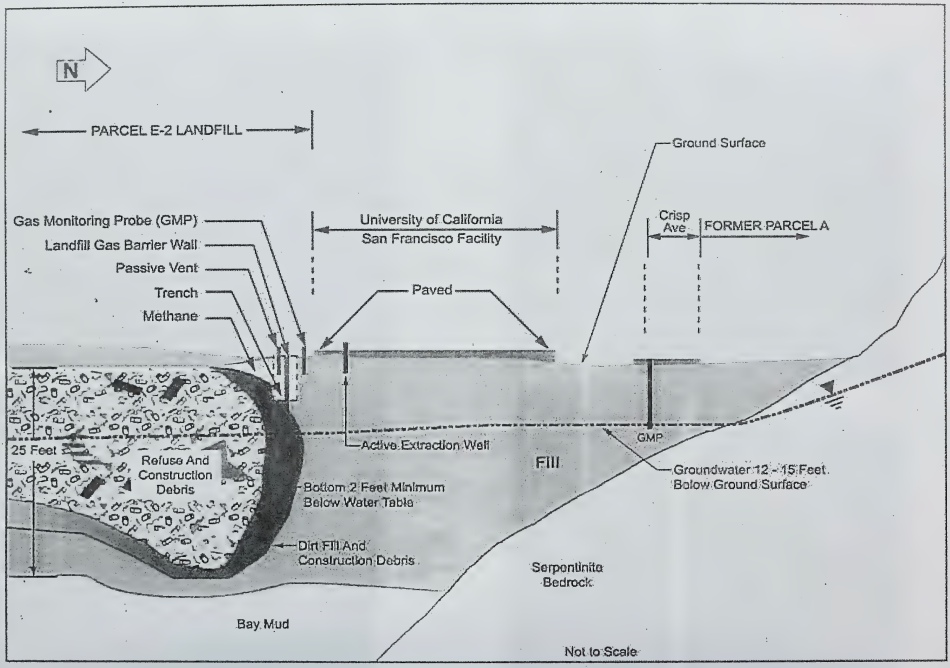
1955

1965

1969

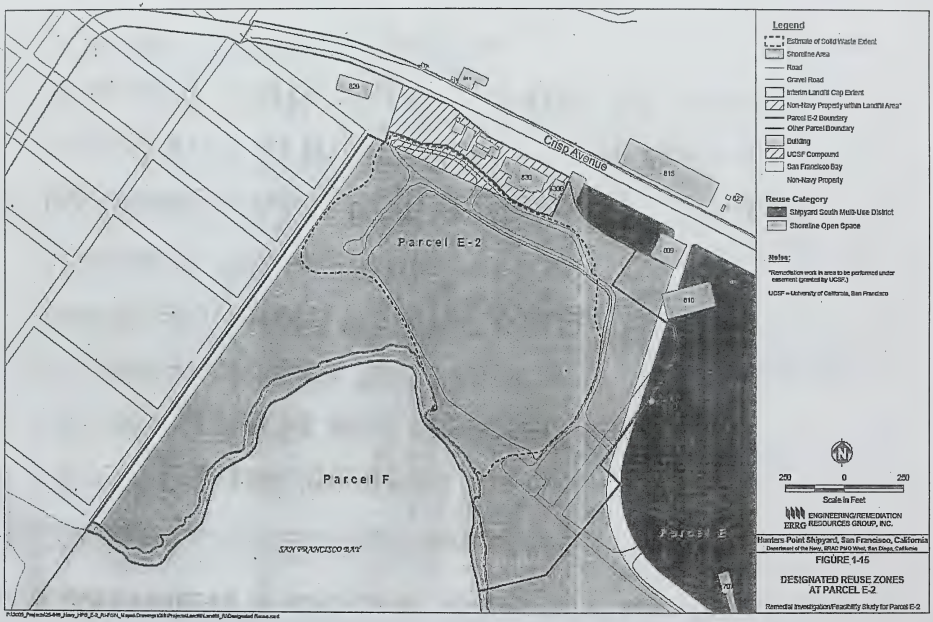


1974


N
PARCEL E-2 LANDFILL
Ground Surface
Gas Monitoring Probe (GMP)
Landfill Gas Barrier Wall
Passive Vent
Trench
Methane
University of California
San Francisco Facility
Crisp Ave
FORMER PARCEL A
Paved
25 Feet
Refuse And Construction Debris
Active Extraction Well
GMP
Fill
Groundwater 12 - 15 Feet Below Ground Surface
Bottom 2 Feet Minimum Below Water Table
Dirt Fill And Construction Debris
Serpentinite Bedrock
Bay Mud
Not to Scale

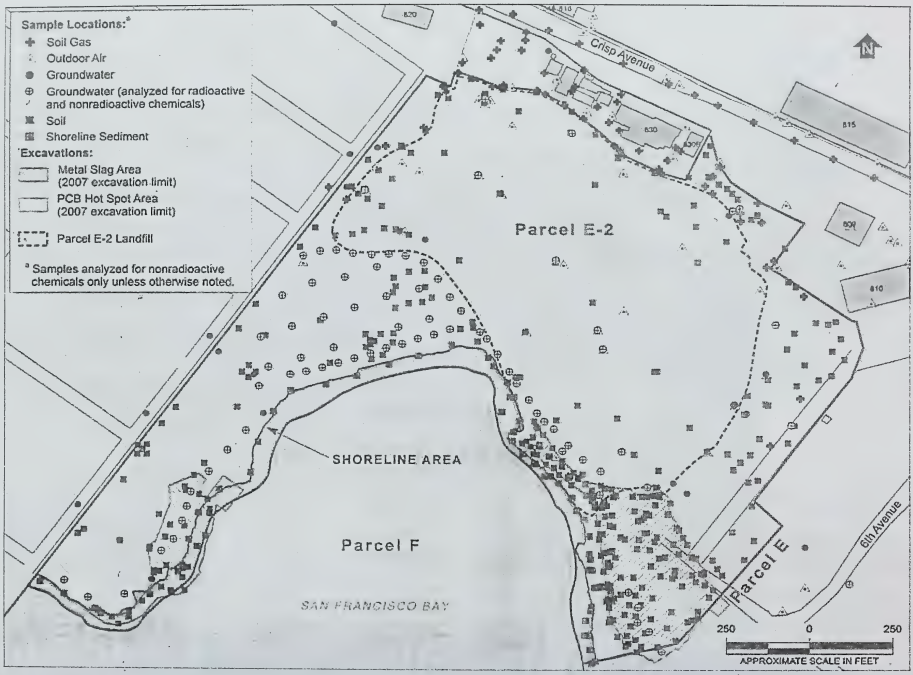
Planned Future Use of Parcel E-2

- Parcel E-2 will be used for open space, including parks and restored wetlands in accordance with San Francisco Redevelopment Agency's 2010 Hunters Point Shipyard Redevelopment Plan
- Redevelopment Plan designates a small (0.42 acres) area in the East Adjacent Area as Shipyard South Multi-use District - may include commercial uses


Legend
Estimate of Solid Waste Extent
Shoreline Area
Road
Gravel Road
Interim Landfill Cap Extent
Non-Navy Property within Landfill Area*
Parcel E-2 Boundary
Other Parcel Boundary
Building
UCSF Compound
San Francisco Bay
Non-Navy Property
Reuse Category
Shipyard South Multi-Use District
Shoreline Open Space
Notes:
*Remediation work in area to be performed under easement granted by UCSF.)
UCSF = University of California, San Francisco
Crisp Avenue
Parcel E-2
Parcel F
Parcel E
SAN FRANCISCO BAY
250
0
250
Scale in Feet
ERRG ENGINEERING/REMEDIATION RESOURCES GROUP, INC.
Hunters Point Shipyard, San Francisco, California
Department of the Navy, SRAC PWD West, San Diego, California
FIGURE 1-15
DESIGNATED REUSE ZONES AT PARCEL E-2
Remedial Investigation/Feasibility Study for Parcel E-2

Previous Environmental Investigations

- Navy has:
  - Collected hundreds of soil and groundwater samples to determine nature and extent of contamination
  - Excavated trenches and drilled soil borings to identify wastes disposed at landfill
  - Collected soil gas and outdoor air samples to track any emissions from the landfill
  - Surveyed for glow-in-the-dark radioactive paint (paint containing radium on old ship gauges)


Sample Locations:[a]
Soil Gas
Outdoor Air
Groundwater
Groundwater (analyzed for radioactive and nonradioactive chemicals)
Soil
Shoreline Sediment
Excavations:
Metal Slag Area (2007 excavation limit)
PCB Hot Spot Area (2007 excavation limit)
Parcel E-2 Landfill
[a] Samples analyzed for nonradioactive chemicals only unless otherwise noted.
Crisp Avenue
Gilt Avenue
Parcel E-2
Parcel F
Parcel E
SHORELINE AREA
SAN FRANCISCO BAY
N
250
0
250
APPROXIMATE SCALE IN FEET

Potential Health Hazards

- Previous investigations found chemicals in some areas that could pose health risk to humans and/or wildlife, if long-term contact were allowed
  - Metals
  - PCBs associated with electrical equipment
  - Petroleum-related products
  - Small amounts of Radium, Cesium and Strontium-90
  - Gases generated within the landfill
- Risk analysis presented in the Remedial Investigation and Feasibility Study Reports

Navy Cleanup Performed To Date

- Groundwater removal to limit flow of chemicals into the Bay (1997 to 2005)
- Placement of a barrier to minimize gases leaving landfill area (2002)
- Prior to 2008, removed 53,000 cubic yards soil containing metals and polychlorinated biphenyls (PCBs). All soil scanned and small amount of radioactive chemicals found and removed
- Since 2010, ongoing excavation - 29,000 cubic yards of contaminated soil – additional 11,000 cubic yards to be removed over next year

Removal Performed To Date

A photograph of the Navy removing contaminated soil in August 2011

Proposed Plan
Five Cleanup Alternatives

- Alternative 1: No Action
  - EPA requires this alternative be included as a comparison to other alternatives
- Alternative 2:
  - Remove all waste and contaminated soil and transport to off-site landfill and backfill with clean soil
- Alternative 3:
  - Remove "hot spots," cover with a protective liner and soil cover, build wetlands, control landfill gases and reduce groundwater flow into the Bay

Proposed Plan
Five Cleanup Alternatives cont'd

- Alternative 4:
  - Similar to Alternative 3, but includes removal of more "hot spots," and placement of a below-ground barrier near the Bay to reduce the flow of groundwater with low level of contamination into the Bay
- Alternative 5
  - Same as Alternative 4, but includes possibility of more water exchange in wetland area

Criteria Used to Evaluate the Five Alternatives (Required by CERCLA)

1. **Overall Protection of Human Health and the Environment**
   [illegible]

2. **Compliance with Applicable or Relevant and Appropriate Requirements (ARARs)**
   [illegible]

3. **Long-term Effectiveness**
   [illegible]

4. **Reduction of Toxicity, Mobility, or Volume (TMV) through Treatment**
   [illegible]

5. **Short-term Effectiveness**
   [illegible]

6. **Implementability**
   Technical and administrative feasibility of a remedy, including the availability of materials and services needed to carry it out.

7. **Cost**
   Estimated capital, operation, and maintenance costs of each alternative.

8. **State Acceptance**
   State concurs with, opposes, or has no comment on the preferred alternative.

9. **Community Acceptance**
   Community concerns addressed; community preferences considered

Cost Estimate of Alternatives

- Alternative 1: No Cost
- Alternative 2: ~$350 million
  - $330 million for removal of soil and waste (>1,400,000 tons)
  - $10 million for backfill with clean soil (391,000 cubic yards)
  - $10 million for wetland restoration
- Alternative 3: ~$78 million
- Alternative 4: ~$87 million
- Alternative 5: ~$87 million

Preferred Alternative

- Navy has identified Alternative 5 as the preferred alternative based on
  - Protects people and wildlife from exposure to chemicals
  - More waste removed than Alternative 3
  - Possibly more water exchange in wetland area
  - More feasible and cost-effective than Alternative 2 (removal of all waste)

Preferred Alternative Components

- Removal of all surface soil containing glow-in-the-dark paint (radium) and similar radioisotopes
- Removal of soil and "gauges" in areas where glow-in-the-dark painted gauges were buried
- Removal of contaminated soil "hot spots"
- Placement of protective liner and soil cover
- Installation of underground barriers to keep contaminated groundwater out of the Bay
- Removal and treatment of landfill gas

Preferred Alternative Components (continued)

- Building a shoreline revetment (large rocks placed to protect the shoreline from erosion)
- Building new wetlands
- Monitoring to ensure that all components of remedy are working properly
- Restrictions on digging and building to protect remedies, health and the environment

Capped Waterfront Landfills

- Sierra Point, Brisbane

- Shoreline Amphitheater, Mountain View

Capped waterfront landfills

- America Center, San Jose

- Cesar Chavez Park, Berkeley

Other Remedy Design Considerations

- Navy has studied possibility of liquefaction (low likelihood) and impacts from earthquakes and will design remedy accordingly
- Landfill gas will be controlled and treated
- Revetment designed for Sea Level Rise
- Majority of Parcel will have open space uses - small portion in East Adjacent Area possible commercial uses

Government/Public Oversight

- Navy's actions are reviewed by the following agencies:
  - U.S. Environmental Protection Agency (EPA)
  - California Department of Toxic Substances Control (DTSC)
  - California Regional Water Quality Control Board
  - San Francisco Department of Public Health
- These agencies all support public input for Proposed Plan and remedy selection process

Public Input

- Navy Public Meeting on September 20, 2011 at the SECC, 1800 Oakdale, 6 pm to 8 pm
- CAC Meeting October 17, 2011 at SECC
- Public Comment Period ends October 24th
- After considering all public input, Navy's selected alternative will be presented in Record of Decision (ROD)

Questions? Comments?

- Email – keith.s.forman@navy.mil or info@sfhpns.com
- Phone – Keith Forman 415-308-1458

  or Matt Robinson 415-295-4645
- Comments for the record send to: keith.s.forman@navy.mil or

  fax: 619-532-0995 or Keith Forman, Program Management Office West, 1455 Frazee Road, Suite 900, San Diego, CA 92108-4310

Comments on Draft Feasibility Study Remedial Action Plan for the Zeneca/Former Stauffer Chemical Site

Richmond Southeast Shoreline Area
Citizens Advisory Group Meeting
12 March 2009

Bay Area Green Business Program

Treadwell&Rollo

Remedial Action Objectives

- RAOs are developed to protect human health and the environment
- Remediation to 10^{-6} or a one-in-a-million cancer risk level is commonly DTSC's mandate and has been stated as the overarching objective but is not consistent throughout the FSRAP. How site risks will be managed is unclear due to different wording in different portions of the document and the many mitigation and contingency measures

Title

- Example RAO GW 4 Need hierarchy emphasizing VOC source cleanup in conjunction with mitigation and monitoring "and" slab on grade construction will not occur until VI risk is below 10^{-6}. For building designs with incomplete VI exposure pathway (e.g., podium garage) it appears that active remediation may not be required
- For vapor intrusion (VI), it is unclear whether goal is to remediate VOCs in groundwater at all locations: Appendix A soil gas risk which is lower than associated groundwater risk is used to guide groundwater cleanup, but long term, if groundwater source reduction is not conducted, soil gas concentrations could increase

Final Remedy Selection Deferred to Remedial Design Phase

- Land use plan is not currently known. Required data collection and treatability studies are not complete and are being pushed to Remedial Design phase
- What remediation and combination of mitigation and contingency measures will actually occur?
- Public comment is not typically part of the Remedial Design phase. How will public participation factor into the final remedy selection?

BAY AREA GREEN BUSINESS PROGRAM

Treadwell&Rollo

Groundwater Contamination

- Graphical representations of the contaminant plumes, how the plumes comingle, and ultimate extent are not presented
- Risk isopleths and risk levels are shown, but difficult to assess VOC cleanup and additional data collection needed or transport East Stege Marsh
- Soil gas and groundwater equilibrium not assessed

BAY AREA
GREEN BUSINESS PROGRAM

Treadwell&Rollo

Feasibility Study Incomplete

- Soil alternatives evaluated:
  - No action
  - Excavation and offsite disposal
  - Capping with limited excavation and reburial
  - No hybrid partial excavation/capping alternative and other technologies such as phytoremediation were considered

Bay Area Green Business Program

Treadwell&Rollo

Area of Contamination

- Soil and Cinder Management
  - DTSC June 2007 Summary of Violations regarding the improper placement of hazardous waste is not described
  - AOC is large and allowable soil/cinder movement within AOC not clear
  - PCBs in soil cleanup

Bay Area Green Business Program

Treadwell&Rollo

Feasibility Study Incomplete

- Cost estimates not accurate as treatment areas and monitoring frequencies not known biggest uncertainty is land use
- Treatability studies have no clear triggers for success. What criteria will be used to demonstrate an insitu treatment method is effective and should be used?
- Groundwater Alternatives evaluated:
  - VOCs in groundwater chose Enhanced Reductive Dechlorination (ERD) is slow process and may stall at stage with more risk vinyl chloride. Stronger abiotic reductive dechlorination reagent such as Zero valent iron (ZVI) not evaluated
  - Success of Biologically Active Permeable Barrier (BAPB) has not been demonstrated. May need additional additives like ZVI

Sampling / Monitoring Concerns

- Pre- and post-remediation soil gas sampling needs to occur near groundwater table to adequately assess VOC source areas

BAY AREA GREEN BUSINESS PROGRAM

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Long-term Reliance on ICs

- Success relies on numerous institutional controls (ICs) such as "no home-grown produce" and engineering controls (capping or vapor mitigation) be managed by numerous parties or "Site Management Officers" to coordinate with DTSC
- Long-term stewardship of ICs still fairly new and success over many years not documented. Will require $$ and commitment

BAY AREA GREEN BUSINESS PROGRAM

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SECTION 4: Comparable Experience Listing

Scope of Services:

Hunters Point Naval Shipyard (HPS) was originally comprised of 638 acres of waterfront in the southeast corner of San Francisco and was operating as a commercial shipyard as early as 1870. In 1940, the Navy acquired title to the land and started developing the area for various shipyard activities. From 1945 to 1974, the shipyard was primarily used as a ship repair facility by the Navy. In 1986 the Navy reoccupied the property until 1991, when it was selected and approved for closure under the Base Realignment and Closure (BRAC) Program.

When we were first engaged by the City in 1999, the City, Navy, and master developer were in active negotiations regarding early transfer of the shipyard. The Navy's cost estimate for completion of all remediation work on then-Parcels B, C, and D was $30 million, whereas the developer's consultant's estimate for the same scope of work was $300 million. Our first task was to assist the City by providing an independent, third-party cost estimate that took into consideration the multitude of substantive uncertainties that remained regarding the nature and extent of contamination in soil and groundwater. We assimilated over a decade of investigation and remediation data and provided a probabilistic cost estimate for all remaining CERCLA and petroleum remediation. We then prepared and presented technical presentations of our cost estimates and underlying assumptions to various stakeholders, including the Navy. We also assisted the City with the identification of brokers and the evaluation of insurance products that would limit the City's and developer's exposure to potential cost overruns (e.g., cost cap insurance) if cleanup responsibility were to be transferred from the Navy to the City under an early transfer scenario. Ultimately, the City/Agency opted not to pursue early transfer, the negotiations ceased, and the Navy continued with the cleanup. The Navy's remediation costs for CERCLA and petroleum constituents on former Parcels B, C, and D have by now far surpassed the Navy's estimate of $30 million and have instead come into line with T&R's estimates of a decade ago. In the interim, information regarding the Navy's historical use of devices, equipment, and processes that may have resulted in potential radiological impacts has come to light, and the scope and cost of the Navy's site characterization and cleanup efforts has expanded considerably.

Since then, the investigation and cleanup of the former shipyard have made substantial progress, and the parcels are in various stages of the CERCLA process, with Parcel B now in the final phase of remediation and other parcels following closely behind. Over the course of these past few years, T&R has provided the Agency with peer review consultation related to environmental and geotechnical aspects of property transfer and redevelopment. We have worked with the City's HPS Environmental Team consisting of representatives from the Agency as well as the City's Department of Public Health, Department of Public Works, Mayor's Office, Public Utilities Commission and the City Attorney.

We continue to review, evaluate and comment on Navy investigation and monitoring reports, treatability studies, remediation plans and completion reports, provide recommendations on residential and industrial cleanup levels relative to the Agency's 1997 Reuse Plan and 2010 updated plan, and attend meetings with the Base Closure Team, regulatory agencies, and developer, as needed. During review of a groundwater monitoring report for the Parcel E-2 landfill, we identified the potential presence of methane and landfill gas that lead to the Navy's

design and installation of a cut-off wall, methane and landfill gas monitoring system, and methane extraction and treatment program.

We are currently assisting in developing Risk Management Plans (RMPs) to guide redevelopment of the remaining HPS parcels. We have also from time to time identified items that the Navy had overlooked or areas where the Navy could potentially save or more efficiently allocate resources. When we review the Navy's designs for treatability studies or remediation systems, we often suggest improvements that might contribute to the program's technical success and/or cost-effectiveness.

We assisted the City and worked with the developer on environmental issues related to the first parcel (former Parcel A) transferred from the Navy to the City, including preparation of an environmental White Paper discussing site conditions and the suitability of the property for transfer to the City; assisted in formulating Article 31 of the CCSF Health Code, which governs environmental compliance during the redevelopment process; assisted with environmental aspects of transfer documents, such as deed, restrictive covenants, and property surveys; and assisted with community relations. We also conducted a multi-year air sampling program of the community monitoring network, which monitored former Parcel A for naturally occurring asbestos potentially released from serpentinite rock during earth-disturbing activities that were being performed by the master developer's general contractor.

In recent years, we have prepared probabilistic cost estimates as part of peer review of the master developer's Early Transfer Cooperative Agreement (ETCA) budget estimate for Parcels B and G, and assisted the City in preparing cost estimates for the City's long-term obligations such as site monitoring and enforcement of deed restrictions. Although early transfer of those two parcels ultimately did not occur, there will nevertheless likely be certain long-term obligations that the City will be responsible for under a normal (post-cleanup) transfer scenario.

4.2 Pier 70, San Francisco, California

Client name: Port of San Francisco
Dates of service: 2007 to present (as-needed services and redevelopment-specific contracts)
Hours billed to date: 6,293 since 2009
Contact information: Carol Bach, 415-274-0568

Scope of Services:

The Pier 70 Reuse Area is comprised of approximately 65 acres of waterfront located between the Mission Bay redevelopment area and Hunters Point Shipyard. Since the 1890s and during WWI and WWII the area was used for manufacture, maintenance, and repair of marine vessels. The site has been extensively impacted by heavy metals, likely from the former ship building and repair operations, as well as a historical on-site release of petroleum hydrocarbons. It is

subject to the City's Maher Ordinance, and the neighboring community has taken great interest in this project.

In 2009, we began a Brownfield Site Investigation (SI), for the onshore portion of the Pier 70 Reuse Area to assist the Port in planning for hazardous materials issues related to development. The SI focused on gathering the information required to implement the Pier 70 Master Plan over the entire 65-acre area with over 150 years of shipbuilding and industrial activity. We reviewed existing reports and historical information and performed environmental database and regulatory agency file reviews to identify potential contaminant source areas and data gaps. We developed a Conceptual Site Model and Phased Investigation Work Plan to collect soil gas, soil, and groundwater data. The SI documented the Site history and characterized the chemical quality of subsurface soils likely to be encountered during future development activities. The subsurface soil placed along the historic shoreline contains metals, polycyclic aromatic hydrocarbons (PAHs), total petroleum hydrocarbons (TPH), and naturally occurring asbestos (NOA) above Cleanup Levels, as is typical of Bay Shore fill material.

Investigation results were used to conduct human and ecological risk assessments, and provide input into the Feasibility Study Remedial Action Plan (FS/RAP). The FS/RAP identified constituents of concern (COCs), evaluated a series of remedial action alternatives and identified a preferred remedy suitable for the mitigating environmental risks present at the site. The chosen remedy in the RAP consists of engineering controls (e.g., removing, replacing, or capping soil with durable cover) and institutional controls (e.g., deed restrictions, soil management measures, health and safety plans) to manage potential health risks. A Risk Management Plan (RMP) has been prepared and will be used by the Port and its developers to plan and stage upcoming mixed use redevelopment. The RMP is a tool for ensuring effectiveness of the institutional controls and provides a framework to manage COCs in soil in a manner that protects site users under current and future land use. This RMP specifies pre-development, development, and post-development measures to mitigate potential risks to the environment, current and future on-site employees, future residents, construction and maintenance workers, visitors, and the public.

Our work has been reviewed and approved by the RWQCB and San Francisco Department of Public Health, satisfying the requirements of Article 22A (Maher Ordinance) of the San Francisco Public Health Code. The work was funded through a Federal Grant from the US Department of Commerce and Economic Development Administration. The SI, FS/RAP, and RMP were presented at Public meetings for the Central Water Front Advisory Group.

To provide a reasonable range for the probable cost of remediating the known and potential impacts to subsurface soils, soil gas and groundwater at Pier 70, we initially (prior to performing the SI) prepared a probabilistic cost estimate for redevelopment per the Master Plan. This estimate was used in the early stages of the project, when the Port was searching for a master developer for the project. We have since updated the cost estimate, once using the SI results and a second time after the RAP was approved by the RWQCB, as the Port has also used the

estimate to document its environmental liabilities associated with the site under standard financial disclosure practices.

More recently, we have also performed geotechnical field investigation and analysis at the site. We advanced geotechnical borings near one of the historic buildings located in the core of the property to assess shoring design options for the Port, and we are currently conducting a geotechnical investigation for the developer as part of new building design for the redevelopment.

4.3 Texas Instruments, Santa Clara and Palo Alto, CA

Client name: Texas Instruments, formerly National Semiconductor Corporation
Dates of service: 2004 to present (multiple contracts)
Hours billed to date: 19,615
Contact information: Hector Vargas, 214-567-4883

4.3.1 Scope of Services: Overview

T&R has been assisting Texas Instruments, formerly National Semiconductor Corporation (NSC), with environmental compliance and remediation engineering at current and former facilities in California. T&R has provided environmental consulting services to NSC and TI since 2004 at sites in Santa Clara and Palo Alto, California. Texas Instruments acquired NSC in September 2011.

4.3.2 Santa Clara Site

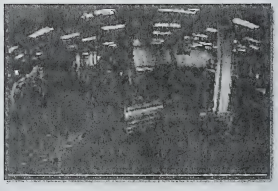
Texas Instruments' main campus in Santa Clara is a federal Superfund site with over 20 years of site characterization and remediation history. The site had been extensively impacted by VOC contamination in soil and groundwater. The Santa Clara Operable Unit associated with the Superfund site extends over a mile long and is under USEPA and RWQCB oversight with the RWQCB acting as the lead regulatory agency. T&R's scope of services for NSC, and later TI, included providing annual groundwater monitoring and reporting, remedial alternatives evaluations and remedial action plan preparation, soil removal action and reporting, and chemical reagent and bioremediation injections for in-situ soil and groundwater treatment. T&R provided soil vapor extraction system operation and maintenance, soil vapor and indoor air sampling and vapor intrusion risk assessment, and five-year reviews. T&R has also provided technical peer review of environmental documents for various completed and ongoing activities at a property within the operable unit where impacts by other parties occurred during redevelopment.

T&R and TI successfully proposed to the RWQCB a 50% reduction in the number of active groundwater extraction wells of the existing, 20-year-old, pump-and-treat system, resulting in significant cost savings. T&R prepared a convincing case to the regulators through a hydrogeologic and process engineering evaluation, including particle tracking based on the expansion and recalibration of a prior groundwater model. We first met with the RWQCB case officer to reach agreement on the limited efficiency of the current remediation system and the

framework for considering acceptable reductions in pumping, then T&R prepared a concise written proposal to the RWQCB that was rapidly approved. No additional data was required to be collected in order to complete this work.

At the Santa Clara facility, T&R has also performed engineering efficiency evaluations of a former soil vapor extraction system, remediation pilot testing for air sparging, in-situ chemical oxidation, remedial excavation, bioremediation pilot studies, groundwater modeling, indoor air quality sampling to address USEPA concerns, and is managing the annual groundwater monitoring program. T&R is currently performing an in-situ remediation strategy to remediate the last remaining soil source unit. We are currently conducting annual groundwater monitoring events, building surveys, sealing penetrations, estimating costs for vapor mitigation system retrofitting, completing indoor air and sub-slab vapor testing, designing a new groundwater treatment system, completing groundwater modeling, due diligence for property transfer and associated reporting for Texas Instruments' Superfund site in Santa Clara.

4.3.2.1 Building C



We have been providing environmental engineering services for Texas Instruments' Building C site, located in Santa Clara, California since 2004. Building C was formerly the location of semiconductor fabrication facilities and is currently used for office space and electronics laboratories. The soil and groundwater beneath Building C were impacted with significant concentrations of volatile organic compounds (VOCs). In 2007, we evaluated several different remedial alternatives to address the residual VOC contamination beneath Building C and prepared a Remedial Action Plan (RAP), which identified the preferred alternative for the site. In-situ chemical oxidation was the selected remedial alternative for saturated zone remediation and future soil excavation was selected for the unsaturated zone. The RAP was submitted to the RWQCB in November 2007 and was subsequently approved. We also prepared an implementation work plan for the work.

We excavated unsaturated soil from the interior of Building C during the 2009 Christmas-New Year's holiday to mitigate contamination that had originated from past microchip research activities. Preliminary tasks included completing a grid soil sampling investigation to delineate soil concentrations in-situ in order to prepare a soil excavation plan to remove VOC-impacted soil from beneath the building slab. The RWQCB approved the soil excavation work plan prior to implementing the excavation work. Due to the nature of the work, a planned two-week facility shut down for the holidays, and a fast-paced renovation schedule, the excavation was completed within two weeks. Acting as the remediation contractor for our clients we retained Pacific States Environmental to excavate an area approximately 70-feet-long by 30-feet-wide and 11-feet-deep and dispose of the soil, which was impacted with chlorobenzenes. The area was saw cut and dug out, the VOC-impacted soil was removed in pre-defined sections, and disposed of as a Class II waste. Soil vapor extraction and monitoring wells from prior

remediation efforts were abandoned as they were encountered, and excavation was carefully conducted around two foundation footings.

A horizontal well system was installed prior to backfilling to facilitate future groundwater treatment. The perforated pipe was covered with drain rock and geotextile, followed by approximately four feet of controlled density fill and six feet of compacted soil. T&R also performed geotechnical oversight and compaction testing. Two rounds of groundwater treatment have been performed since then, using the infiltration gallery that was installed prior to backfilling of the excavation; this work is on-going.

4.3.2.2 Building E

On behalf of National Semiconductor, T&R installed a non-emulsified vegetable oil bio-barrier in 2007 across a 450-foot section of chlorinated solvent plume in Santa Clara. The vegetable oil bio-barrier was intended as a cost-saving and more sustainable replacement of an existing line of groundwater extraction wells that had been operating for years with diminishing mass removal efficiency.

Following T&R's feasibility study of remedial options, in-situ bioremediation was selected for site remediation; the vegetable oil substrate chosen was a neat soybean oil product called CAP18™. This was the first application of CAP18™ in California. The vegetable oil was injected at 5-foot intervals into 90 points perpendicular to the groundwater flow direction. Approximately 350 pounds of vegetable oil were injected at each injection point, divided over a 10-foot vertical interval from 15 to 25 feet below ground surface (bgs).

Following vegetable oil injection, groundwater was monitored using wells approximately 10, 20, 50 and 100 feet downgradient of the bio-barrier. Results showed up to 90% reduction in chlorinated solvent concentrations, as well as a slow shift towards optimal anaerobic conditions suitable for biodegradation. Volatile fatty acid analysis found acetic acid concentrations, indicating the presence of vegetable oil breakdown acids.

4.3.3 Palo Alto Site

T&R is assisting Texas Instruments' (formerly NSC) with environmental compliance and remediation engineering at a former Fairchild Semiconductor Corporation manufacturing facility in Palo Alto, California. This site is currently under the jurisdiction of the RWQCB and was formerly used as a semiconductor manufacturing facility. Past use has resulted in VOC contamination in the soil and groundwater. The site has been investigated for more than 20 years and is currently being monitoring annually for groundwater elevations and VOC concentrations. T&R took over the project in 2004 and has since completed annual groundwater sampling and reporting as well as a Ten-Year Remedial Status Review for the site,

in accordance with the RWQCB guidelines and order. We reevaluated the work performed by prior consultants and revised the groundwater sampling protocols to reduce sampling costs and waste generation. We conducted soil and groundwater sampling in support of remedial design and developed and implemented an in-situ remedial injection program using potassium permanganate to reduce VOC concentrations remaining after remedial excavation, 18 years of groundwater extraction and treatment, and previous chemical oxidation treatments. The site has been redeveloped and three commercial office buildings are currently present.

4.3.4 Vapor Intrusion Assessment

In 2011, the USEPA required Texas Instruments to assess indoor air quality at the Santa Clara campus. In response, T&R prepared an indoor air work plan and conducted building surveys, sub-slab vapor and indoor air sampling, testing and reporting. The results of the sampling are currently being evaluated to conduct a screening level risk evaluation.

Based on a directive from the RWQCB, we recently conducted a vapor intrusion assessment at the Palo Alto site that included soil gas sampling and analysis. Results were used to conduct a screening level risk evaluation and follow up work is anticipated.

SECTION 5: Staffing List

Key staff to support the Treasure Island/Yerba Buena Island project will be provided from T&R's San Francisco and Oakland offices. Specialized support from Acumen Industrial Hygiene, Applied Science Professionals, Divis Consulting, and Daniller Consulting will be provided when needed. A description of the type of work to be performed by each key team member is described below, and an organization chart and resumes of key professional staff are attached following this section.

Dorinda Shipman, PG, CHG – Ms. Shipman is a Professional Geologist and a Certified Hydrogeologist licensed in the State of California. She is a principal and shareholder and has worked for T&R for 15 years. She has over 25 years of experience in the environmental engineering industry. Her work experience includes providing environmental technical services to a broad range of private and public entity clients, and includes preparation of Remedial Investigation and Feasibility Study (RI/FS) reports, Remedial Action Work Plans (RAWPs), and other documents related to CERCLA-type projects. Her experience on active and closed military bases, both within the United States and US territories, ranges from field work to management and technical peer review. During the past 12 years of providing environmental technical services in conjunction with Hunters Point Shipyard (HPS), Ms. Shipman has provided technical peer review on Navy documents, prepared and co-presented technical presentations to the Community Advisory Committee (CAC), prepared or assisted City staff in the preparation of white papers and other written technical opinions, served as Project Manager and then as Principal-in-Charge, and actively participated in the City of San Francisco's team's efforts to obtain a radiological license exemption from the California Department of Public Health (CDPH) for Hunters Point Shipyard sites that may be transferred to the City unencumbered by burdensome restrictions. Ms. Shipman will bring her breath of her professional experience to the professional services and to advising TIDA on redevelopment of Treasure Island/Yerba Buena Island per TIDA's Treasure Island/Yerba Buena Island Redevelopment Plan.

Christopher Glenn, PE, LEED Green Associate – Mr. Glenn is a Professional Engineer licensed in the State of California. He has been with T&R for 7 years and has over 15 years of experience in the environmental engineering industry. He has been working on military remediation and base closure sites for his entire professional career, from interning with the Navy BRAC office in Pearl Harbor, Hawaii prior to graduate school, to managing remediation project at former Air Force bases, to Navy peer review for Hunters Point. His work experience includes providing technical peer reviews, cost estimating for environmental remediation projects, engineering design and construction oversight of soil, soil gas, and groundwater remediation systems, fieldwork related to environmental remediation, project management, and task and project management. He has also served as the project manager for several large environmental remediation projects, working closely with clients to provide timely and accurate technical guidance. Mr. Glenn will be the main point of contact, the project manager and provide peer review and active meeting participation to TIDA.

Sigrida Reinis, PhD, PE – Dr. Reinis is a Professional Engineer licensed in the State of California. She is also the Responsible Managing Employee (RME) for the firm's California Class A General Engineering Contractor's License. Dr. Reinis has been with T&R for 14 years and has over 25 years of experience in environmental engineering as well as construction engineering and management. Her work experience includes providing technical peer review services, cost estimating for environmental cleanup and heavy civil construction projects, engineering design

and construction observation of sub-slab soil vapor mitigation systems, fieldwork related to environmental remediation, preparation of technical documents for CERCLA-type environmental remediation projects, project management, and litigation support and expert witness services.

Christina Simmons – Ms. Simmons is working toward engineering licensure in the State of California. She has been with T&R for nearly a year and has 2 years of experience in the environmental engineering industry. Her work experience includes providing technical peer reviews, assisting with engineering design of groundwater remediation systems and sub-slab vapor intrusion mitigation systems, fieldwork related to environmental investigation and remediation, and assistance with the preparation of Sampling and Analysis Plans (SAPs), Remedial Action Work Plans (RAWPs), and other documents related to CERCLA-type projects. For the Hunters Point Shipyard project, Ms. Simmons has to date provided technical peer review of Navy documents and assisted with document tracking and archiving. Ms. Simmons will provide these professional services to this project.

Thomas Campitelli – Mr. Campitelli has been with T&R for 5 years and has 12 years of experience in environmental consulting with a special emphasis on environmental database management, geographic information systems (GIS), and three-dimensional environmental visualization software. He has a strong background in field geology and high accuracy global positioning satellite (GPS) surveys. In addition, he has worked as a project manager for Superfund sites and Fortune 100 clients, successfully guiding his projects through the regulatory and cleanup processes. He will provide these types of services for this project.

Clayton Statham – Mr. Statham has been with T&R for nearly a year and has 7 years of experience in the environmental engineering industry. He is a GIS Analyst and Project Manager in the GIS department performing mapping and analysis. His technical experience includes data acquisition and creation; surface modeling using LiDAR; database design; GIS automation; 3D concept rendering and visualizations; impact and mitigation analysis for several disciplines including environmental sciences, engineering, geology, hydrology, archaeology, transportation, air quality and hazardous material. He also has experience with Trimble GPS; GUI Mock-up design; web site creation; flash animation; Adobe software; report covers, presentations; and other marketing collateral. Mr. Statham will assist in providing GIS and database support on this project.

Emily Strake – Ms. Strake has been with T&R for a year and has 13 years of environmental chemistry, risk assessment, auditing, and quality assurance experience. She has focused her efforts on human health risk assessment, and has been the primary author of risk assessment reports for projects governed under RCRA, Delaware Department of Natural Resources and Environmental Control (DNREC), and Maryland Department of the Environment (MDE). She has experience in site-specific strategy development, including identifying risk-based alternatives for reducing remediation costs. She will assist the Treasure Island/Yerba Buena project team by lending her capabilities in risk assessment, environmental chemistry, and QA/QC to this project.

LinLi Peng – Ms. Peng is an administrative assistant in our firm's environmental services group. She has been with T&R for 11 years and has 11 years of experience in the environmental engineering industry. Her responsibilities have included a broad range of administrative support services, as well as assistance with monthly invoicing and project budget

tracking. For other document-intensive projects, Ms. Peng's serivces have been valuable in updating document databases, logging incoming documents, updating document review schedule, archiving documents, and assisting senior staff with the production of written documents and presentations. She will provide some or all of these services, as needed, to the Treasure Island/Yerba Buena Island project.

Frank L. Rollo, PE, GE – Mr. Rollo is a Professional Engineer and a Geotechnical Engineer licensed in the State of California. He is a principal engineer and one of the founders of T&R. He has been with T&R for 23 years, and has over 48 years of experience in the geotechnical engineering industry. Mr. Rollo is a lifelong resident of San Francisco, and he has provided geotechnical consulting services to a broad range of private and public entity clients over a career spanning many decades. Although his current practice focuses on litigation support and expert witness services, he continues to lend his technical expertise to the firm's projects throughout the Bay Area. Mr. Rollo will be available to assist as needed with the Treasure Island/Yerba Buena Island project, mostly to provide peer review of the Navy's geotechnical reports and to provide input on questions of a geotechnical nature that are expected to arise from time to time.

Paul Spillane, CIH – Mr. Spillane of Acumen is a Certified Industrial Hygienist licensed in the State of California. He has over 17 years of experience in industrial hygiene, primarily in the San Francisco Bay Area, specializing in lead-based paint, asbestos, and indoor air quality issues. Mr. Spillane oversaw the lead-based paint reevaluation of interiors and exteriors of 104 residential housing units on Yerba Buena Island and is therefore familiar with the Treasure Island/Yerba Buena project. We propose to retain Acumen to provide the asbestos and air monitoring services that are described in the RFP, should the City request them.

Gary M. Sandquist, CHP, PE –Applied Science Professionals, LLC was established in Utah in 1998 and is a veteran-owned small business. Owner, Dr. Gary Sandquist, is a former Navy officer, an American Board Certified Health Physicist and a Registered Professional Engineer (Nuclear) in California with over 40 years of experience. Applied Science Professionals will assist the project team by providing radiological review services when needed.

Christian Divis, GE, MBA – Divis Consulting was established in San Francisco in 2004 and is certified as a micro LBE. Owner Christian Divis is a professional geotechnical engineer with experience with geotechnical investigation and evaluation. His support will be available to TIDA is addressing geotechnical aspects of the Navy's actions or planned redevelopment at Treasure Island/Yerba Buena Island.

Gia Daniller-Katz – Daniller Consulting was established in San Francisco in 2004 and is a women-owned LBE. Owner Gia Daniller-Katz provides public outreach and communications programs throughout the San Francisco Bay Area. Her support will be available to TIDA in addressing community involvement aspects for Treasure Island/Yerba Buena Island.

Treasure Island Development Authority

Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project

Michael Tymoff, Treasure Island Project Director

Chris Glenn, PE
Project Manager

Dorinda Shipman, PH, CHG
Principal-in-Charge

nvironmental Services

grida Reinis, PhD, PE
echnical Peer Review

Christina Simmons
Senior Staff Engineer

Emily G. Strake
essment and Data Validation

LinLi Peng
dministrative Support

Geographic Information Systems

Clayton Statham
Lead GIS Specialist

Thomas Campitelli
Database Management

Geotechnical Services

Frank L. Rollo, PE, GE
Lead Geotechnical Engineer

Divis Consulting
(Micro LBE)
Field Investigation Services
Christian Divis, PE, GE

Subconsultants

Acumen Industrial Hygiene
(Micro LBE)
Lead & Air Quality Speciali
Paul Spillane, CIH

Applied Science Professiona
(Veteran-Owned Small Busine
Radiological Services
Gary Sandquist, PhD, MBA,

Daniller Consulting, Inc.
(Women-Owned LBE)
Community Outreach
Gia Daniller-Katz

consultants o ed in red

Dorinda Shipman, PG, CHG

Principal
Environmental Engineering & Project Management

25 years in the industry ~ 15 years with Langan

at three large Naval

-needed soil gas and vapor intrusion assessments, well field development and protection, and flow modeling and fate and

-EPA DTSC, RWQCB, and numerous county regulators.

Selected Projects

Hunters Point Naval Shipyard Transfer, San Francisco, CA
Pier 70 Brownfield Investigation and Redevelopment Remedial Planning, Port of San Francisco, CA
Brownfield Grant Phase I and II Environmental Site Assessments (ESAs) for A National Semiconductor Corporation), Santa Clara and Palo Alto Sites
Historical Landmark Building, Presidio National Park, San Francisco, CA
A 2008 EPA Region 9 Phoenix Award Winner
Francisco, CA
Redevelopment for First Site
Mare Island Shipyard Remediation of PCB and Petroleum Sites, Vallejo, CA
Santa Clara, CA
Presidio As-needed Environmental and Groundwater Monitoring Services, San Francisco, CA
Richmond, CA
Relevant As-Needed Environmental Services for the City and County of San Francisco, CA
Relevant As-Needed Infrastructure Support Services for the City and County of San Francisco, CA
San Francisco, CA
Mare Island Shipyard Fuel Oil Pipeline, Vallejo, CA

Education

M.S., Geology (Hydrogeology Option), Wright State University, 1989

B.S., Geology (cum laude), Ohio University, 1984

Professional Registration

Professional Geologist in California, 1992
Certified Hydrogeologist in California, 1995

Affiliations

National Groundwater Association
Groundwater Resources Association of California

Publications and Presentations

2011 "Municipal Risk Management of Early Transfer Parcels for Redevelopment and Reuse at Hunters Point Shipyard" Battelle International Symposium on Bioremediation and Sustainable Environmental Technologies (with Amy Brownell and Sigrida Reinis)

2008 "A Biobarrier Case Study Using Non-Emulsified Vegetable Oil", 6th International Conference on Oxidation & Reduction Technology for In-Situ Treatment of Soil and Groundwater (with Philip Smith, Chris Glenn and Richard Banks).

2000 "Dewatering Evaluation for High-Rise Tower Construction," The Professional Geologist, August/September (with Philip G. Smith)

1996 "Characterization and Remediation of a Fuel Oil Plume," proceedings of the Non-Aqueous Phase Liquids (NAPLs) in Subsurface Environment: Assessment and Remediation Conference, American Society of Civil Engineers (ASCE) National Convention, Washington D.C. (with Stacey R. Leake)

1989 "Interpretation of Hydrogeochemical Data in Order to Delineate Flow Paths and Extent of Contamination in Glacial Deposits at the Tremont City Landfill, Clark County, Ohio," Masters Thesis, Wright State University

Christopher Glenn, PE, LEED GA

Senior Project Engineer
Environmental Engineering & Project Management

15 years in the industry ~ 7 years with Treadwell & Rollo

Mr. Glenn has 15

dechlorination, aerobic bioremediation, bioaugmentation, bioventing, and natural -

-phase

extraction, groundwater extraction, and surfactant-enhanced extraction).

operation/maintenance of in-situ vegetable oil remediation, in-situ chemical oxidation, in-situ chemical reduction with zero-valent iron, surfactant-enhanced LNAPL remediation, air sparging, soil vapor extraction, bioventing, and groundwater extraction and treatment systems. Mr. Glenn also has significant professional experience with greenhouse gas emissions inventories, green remediation technologies, remedial feasibility studies, air and wastewater discharge permitting, sub-slab vapor mitigation systems for developments, and decision and risk analysis.

Mr. Glenn has extensive experience reviewing and analyzing technical e of California

Hunters Point Shipyard from his continued work as remediation reviewer on the site.

Selected Projects

Hunters Point Naval Shipyard – Remediation Reviewer, San Francisco, CA
Zeneca Project – Community Involvement Support, Richmond, CA
Premier Edible Oils - LNAPL Containment, Portland, OR
Century Center Dry Cleaners – Air Sparging Remediation, Modesto, CA
Texas Instruments Incorporated (formerly National Semiconductor Corporation) – cVOC Remediation, Santa Clara, CA
Powell Street - LNAPL Remediation, San Francisco, CA
City of Lodi – SVE and Groundwater Treatment, Lodi, CA
Sunnyvale Town Center – SVE, ZVI, and Bioremediation, Sunnyvale, CA

Selected Publications, Reports, and Presentations

"Free Product Remediation Using an Non-Ionic Surfactant in San Francisco,"
8
Compounds, May (2012)

"Demonstrating the Value of Green and Sustainable Remediation," Session Chair at the 8
Recalcitrant Compounds, May (2012)

"
Remediation Journal, June (2011) (co-authored with members of the Sustainable Remediation Forum)

"A Biobarrier Case Study Using Non-Emulsified Vegetable Oil", 6th International

(2008)

Education

B.S. Biological and Engineering Sciences, Washington University

M.S. Civil and Environmental Engineering, Stanford University

Professional Registration

Professional Engineer (PE) in CA and OR

LEED Green Associate

OSHA Training (40-Hour HAZWOPER, HAZWOPER On-Site Safety Officer, First Aid/CPR)

Affiliations

Sustainable Remediation Forum (SuRF)

Sigrida Reinis, PhD, PE

Senior Project Manager
Environmental Engineering

20 years in the industry ~ 13 years with Langan

Dr. Reinis has 20 years of consulting and academic experience in the areas

commercial or residential redevelopment as well as military bases being

Brownfield redevelopment sites as well as for existing structures on sites

constituents. Dr. Reinis has also provided litigation support for multi-party

services.
services, including preparation of detailed cost estimates and project

both private and government entities. She has experience in the developed

probabilisti
management.

Area of Practice and Expertise

- Decision analysis and probabilistic methods
- Landfill closure and redevelopment
- Expert witness and litigation support
- Soil and groundwater remediation

Selected Projects

Hunters Point Naval Shipyard Transfer and Redevelopment,
Probabilistic Cost Estimate and Document Peer Review
City of Lodi PCE/TCE Cleanup, Probabilistic Cost Estimates
Confidential Industrial Site, Decision Analysis for Remedial Design and

System Design
Confidential Landfill Site, Decision Analysis and Probabilistic Cost Estimate
and Litigation Support
Presidio of San Francisco, "Clean Closure" of Landfill 4, Fill Site 5, and Baker Beach Disturbed Areas 3 and 4

Confidential Brownfields Redevelopment, Expert Witness Support
Confidential Solvent-Contaminated Groundwater Site, Litigation Support
Confidential Building Products Manufacturing Plant, Litigation Support

Education
Ph.D., Civil Engineering (Construction Engineering & Management), University of California, Berkeley, 1997

M.Eng., Civil Engineering (Construction Engineering & Management), University of California, Berkeley, 1989

B.S., Civil Engineering, University of California, Berkeley, 1984

Professional Registration
Civil Engineer in California, January 2006

Class A - General Engineering Contractor, #933395, June 2009

Affiliations
American Society of Civil Engineers, 1982-present

Port of Oakland, California, Petroleum Hydrocarbons Contaminated Sites, Site Investigation and Remedial Design

East Palo Alto, California, Arsenic and Heavy Metals Sites, Site Investigation

Selected Publications, Reports, and Presentations

2010 "Comparison of Estimated Versus Actual Vapor Intrusion Management System Performance," Remediation of Chlorinated and Recalcitrant Compounds: Seventh Annual Conference, Battelle, Monterey, California (with Jeffrey F. Ludlow), May

2010 Poster presentation on "Performance Data from an Existing Building ("Retro-fit") Vapor Intrusion Mitigation System," Battelle's International Conference on Remediation of Chlorinated and Recalcitrant Compounds, Monterey, CA, (with Matthew B. Hall and Jeffrey F. Ludlow, PG) May

2010 Poster presentation on "Vapor Intrusion Management System Monitoring Techniques for a Multi-Building Brownfields Project," Battelle's International Conference on Remediation of Chlorinated and Recalcitrant Compounds, Monterey, CA, (with Jeffrey F. Ludlow, PG, and Michael Chendorain) May.

2009 "The Benefits of a Risk-Based Approach to Selecting Vapor Intrusion Mitigation Measures." Environmental Law News, Vol. 18, No. 1. Summer

2008 "Estimating VOC Emissions from Vapor Management Systems for Air District Permitting," Proceedings of the Remediation of Chlorinated and Recalcitrant Compounds: Sixth Annual Conference, Battelle, Monterey, California (with Jeffrey F. Ludlow), May

2006 "Performance Monitoring of Vapor Mitigation System, New Maintenance Facility at Port of Oakland," Proceedings of the Remediation of Chlorinated and Recalcitrant Compounds: Fifth Annual Conference, Battelle, Monterey, California (with Jeffrey F. Ludlow and Jeffrey L. Rubin)

1998 "Risk-Based Remedy Selection for Hazardous Waste Sites: A Case Study," Proceedings of the American Nuclear Society Colloquium on Risk-Based Performance Assessment and Decision-Making, Richland/ Pasco, Washington, April

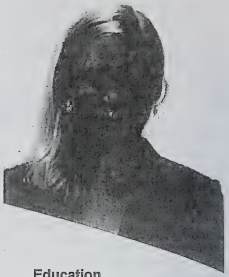
1997 "A Risk-Based Method of Remedy Selection for Hazardous Waste Sites," Doctoral Dissertation, University of California, Berkeley, December

1995 "Remedy Selection for Hazardous Waste Sites: Regulatory-Driven or Risk-Based Decisions?" Proceedings of the INTERNET Symposium [International Project Management], St. Petersburg, Russia, September

1989 "Legal and Contractual Aspects of Safety on Nighttime Highway Construction Projects," Institute of Transportation Studies, University of California, Berkeley

Christina Simmons

Senior Staff Engineer
Environmental Engineering



2 years in the industry ~ 1 year with Treadwell & Rollo

Ms. Simmons has a background in Environmental Science as well as in Civil

fate and transport, risk assessment, and mathematical modeling of a variety of

groundwater quality analysis, vapor/methane mitigation system design, and landfill cap design. Ms. Simmons has field experience in quality control

system installation, environmental sampling for groundwater, soil, and soil gas, geotechnical drilling oversight, and soil classification. Ms. Simmons

CERCLA-type projects.

commenting

remediation of Hunters Point Naval Shipyard; and making recommendations

redeveloper of the Shipyard.

Selected Projects

Hunters Point Naval Shipyard – Technical Document Review, San Francisco, California
Bascom Creekside Mixed-Use Development – Phase I Investigation, Methane Mitigation System Design, and Post-Closure Land Use Planning, Campbell, California
Texas Instruments, Incorporated – Due Diligence Support, Vapor Intrusion Investigation, and cVOC remediation, Santa Clara, California
*Hunters Point Naval Shipyard – Remedial Action for Parcel B, San Francisco, California
*Hunters Point Naval Shipyard - Remedial Action for Parcels UC-1 and UC-2, San Francisco, California
*Hunters Point Naval Shipyard, Geotechnical Investigation for Parcels B and E-2, San Francisco, California
*Meyers Landfill Lake Tahoe Basin Unit – Remedial Action Oversight, Lake Tahoe, California
*Former Marine Corps Air Station El Toro – Remedial Action, El Toro, California

Education
M.S., Civil & Environmental Engineering
Carnegie Mellon University

B.S., Environmental Studies
University of California Santa Barbara

Affiliations
American Society of Civil Engineers

Training
OSHA Training (40-Hour HAZWOPER and 8-hour Annual Refresher)
First Aid/CPR

*Project worked on while at Engineering/Remediation Resources Group, Inc.

Treadwell&Rollo
A LANGAN COMPANY

Christina Simmons

*Former Naval Weapons Station Seal Beach Detachment – Remedial Action Oversight for Solid Waste Management Units 2, 5, 7, and 18, Concord, California

*Plessey Micro Science – Groundwater Monitoring, Mountain View, California

*Former Naval Air Station Moffett Field – Groundwater monitoring, California

*San Jose Water Company, Mountain Springs Reservoir – Delineation and Removal Activities for Mercury in Soil at Valve Control Box Areas, San Jose, California

*Point Bonita Light Station – Phase II Environmental Due Diligence Audit, Point Bonita, California

*Regional Satellite Communication Support Center, Wheeler Army Airfield – Construction Quality Control, Oahu, Hawaii

Thomas Campitelli

GIS Specialist/ Data Manager
Environmental Engineering

12 Years in the Industry ~ 5 years with Treadwell & Rollo

Mr. Campitelli has over twelve years of experience in environmental management, geographic information systems (GIS), and three-dimensional environmental visualization software. He has a strong background in field

d Fortune

cleanup processes.

Mr. Campitelli has experience providing GIS and Database support on the Hunters Point Shipyard from his continued work on the project.

Selected Projects

GIS and Database Support, Hunters Point Naval Shipyard, San Francisco, CA
Site-wide Database and GIS Management, High Accuracy GPS Survey, Pier 70, Port of San Francisco, San Francisco, CA
Basemap Creation and GPS Well Survey, Texas Instruments, Santa Clara, CA

County, near Bakersfield, CA

Databases, City of Stockton, Stockton, CA
Three-Dimensional Visualization of Groundwater Plume Migration, City of Lodi, Lodi, CA

Education

Bachelor of Sciences in Geosciences with a hydrogeology specialization, Pennsylvania State University, University Park, PA, December 1999

Professional Registration and Affiliations

8-hour Annual Refresher OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) (29 CFR 1910.120), July 2007 (renewed annually)

40-hour OSHA HAZWOPER (29 CFR 1910.120), January 2000

Clayton Statham

GIS Analyst
Environmental Engineering

7 years in the industry ~ 1 year with Treadwell & Rollo

Mr. Statham is a GIS Analyst and Project Manager in the GIS department performing mapping and analysis. His technical experience includes data acquisition and creation; surface modeling using LiDAR; database design; GIS automation; 3D concept rendering and visualizations; impact and mitigation analysis for several disciplines including environmental sciences, engineering, geology, hydrology, archaeology, transportation, air quality and hazardous material. He also has experience with Trimble GPS; GUI Mock-up design; web site creation; flash animation; Adobe software; report covers, presentations; and other marketing materials.

Selected Projects

Hunters Point Naval Shipyard Transfer and Redevelopment,
San Francisco, CA
Texas Instruments Incorporated, Santa Clara, California
*
*National Semiconductor Corporation Facility, Santa Clara, CA
*California High Speed Rail Project, Bakersfield to Palmdale, CA
*Carmel River Reroute & San Clemente Dam Removal, Carmel, CA
*San Joaquin River Restoration Program (SJRRP), Friant, CA
*Regional Catastrophic Preparedness Grant Program, Bay Area, CA
*Sacramento County Bicycle Master Plan, Sacramento, CA
*Walker Basin Project: Physical Environment, Hydrology, and Biology, NV
*In-migration mapping for the State of Nevada, Reno, NV
*City of Reno/University of Nevada Monthly Crime Mapping, Reno, NV
*Washoe County Underutilized Land Project, Washoe County, NV

Education

B.S. Geography Emphasis in GIS
University of Nevada, Reno, 2006

Affiliations

BAAMA, 2009-Present

GIS & Geo Technology Professionals,
2010-Present

* Projects worked on while at URS Corporation.

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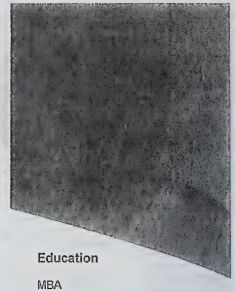

Emily G. Strake

Risk Assessor / Project Chemist
Environmental Engineering

13 years in the industry ~ 1 year with Treadwell & Rollo

Ms. Strake has thirteen years of environmental chemistry, risk assessment,

der RCRA, Delaware Department of Natural Resources and Environmental Control (DNREC), and Maryland Department of the Environment (MDE). She has experience in site-specific strategy development, which has enabled her to perform assessments to focus areas of investigation and identify risk-based alternatives for reducing remediation costs.

Ms. Strake has over eight years of experience assessing potential adverse health effect to humans from exposure to hazardous contaminants in soil, sediment, groundwater, surface water, ambient and indoor air, and various types of animal, fish, and plant materials. She understands and applies environmental cleanup guidance and policies associated with multiple federal and state agencies. Additionally, she has broad experience in the development of preliminary remediation goals and site-specific action levels. She is proficient with the USEPA and Cal/EPA Johnson and Ettinger Model for Subsurface Vapor Intrusion into Buildings, USEPA's Adult Lead Methodology, DTSC's Leadspread 7 and 8, and statistical evaluation of data using USEPA's ProUCL software. Ms. Strake is a member of the Interstate Technology and Regulatory Council Risk Assessment Team responsible for the development and review of organizational risk assessment guidance documents.

Ms. Strake has also managed all aspects of procedures and analyses for Optical Emission Spectrometry, X-Ray Fluorescence, Ignition analysis, and Atomic Absorption. Her experience also includes operating and performing routine instrument maintenance for GC/MS and IR. Ms. Strake has worked extensively on developing rapid soil characterization programs for PCB and pesticide analyses utilizing enzyme-linked immunosorbent assays.

Selected Project Experience

AOC-Specific Risk Assessments for a Confidential Project,
Kern County, CA

Human Health Risk Assessment for a Confidential Client, La Verne, CA

- Completed a human health risk evaluation of the potential future risk associated with inhalation of indoor air for the Veteran's Administration. Achieved DTSC approval of the risk assessment approach and conclusions.
- Completed a focused human health risk evaluation of PAH contaminants for under NJDEP's Site Remediation Program. Applied a blended approach of qualitative risk characterization and quantitative risk calculation to propose closure of AOCs following the remedial investigation.
- Performed comprehensive human health risk assessment for a petroleum refinery in Delaware City, Delaware. The risk

Education

MBA
The University of Scranton

B.Sc., Chemistry
Cedar Crest College

Training

40 hr. OSHA HAZWOPER Training/Nov 2002

8 hr. HAZWOPER Supervisor/June 2004

8 hr. OSHA HAZWOPER Refresher/Oct 2012

American Red Cross First Aid & CPR certified

assessment was the basis for a thorough characterization and assessment of potential risks posed by site-specific conditions. Developed various human exposure scenarios by using both Federal and State-Specific guidance.

- Completed a human health risk assessment for the redevelopment of a commercial property in New York State. The risk assessment included quantitative evaluation of risks to children should the site improvement include the construction of a playground.
- Reviewed and validated data packages for RCRA Facilities Investigation at a Philadelphia-area chemical site; issued data validation reports to project personnel and regulatory agencies.
- Audited multiple accredited laboratories in New Jersey and Pennsylvania on behalf of clients using USEPA Guidance on Technical Audits and Related Assessments for Environmental Data Operations.
- Quality Assurance Officer for several long-term projects in Pennsylvania, Maryland, and Delaware.
- Performed comprehensive human health risk assessment for a petroleum refinery in Delaware City, Delaware. Developed various human exposure scenarios by using both Federal and State-Specific guidance.
- Developed human health risk assessment for a utility-owned former Manufactured Gas Plant (MGP) site in Pennsylvania, under Pennsylvania's Act 2 Program. Used ProUCL 4.0 statistical software to determine upper limits for full data sets and non-detect data. Conducted vapor intrusion modeling (via the Johnson & Ettinger model) and prepared vapor intrusion reports.
- EQuIS data manager for database migration of historical groundwater results associated with remediation activities.
- Assisted with natural attenuation data evaluation and gained experience in geochemical trends associated with intrinsic biodegradation.
- Coordinated the collection of fish tissue samples and determined the validity of the analytical results associated with CERCLA and RCRA site characterizations.

LinLi Peng

Project Accounting Coordinator

11 years in the industry ~11 years with Treadwell & Rollo

Ms. Peng has eleven years of experience in administrative and accounting fields. She has assisted on the Hunters Point Shipyard, Mare Island, Presidio, Texas Instruments, Transbay Transit Center, Transbay Temporary Terminal, City of San Pablo Brownfields Grant, and Pier 70 projects as a Project Accounting Coordinator with budget control and schedule updating tasks. During the course of these efforts, Ms. Peng has become experienced in preparation and updating of budget sheets and processing udget updating, monthly invoice processing, project scheduling, and helping with the preparation of technical reports. Ms. Peng has helped Project Managers work on project scheduling and budgeting.

Ms. Peng has experience providing administrative support on the Hunters Point Naval Shipyard from continued work on the project.

Selected Projects

Hunters Point Naval Shipyard, San Francisco, CA
Mare Island, Vallejo, CA
Pier 70, San Francisco, CA
Texas Instruments, Incorporated
Presidio, San Francisco, CA
Transbay Transit Center, San Francisco, CA
Transbay Temporary Terminal, San Francisco, CA
City of San Pablo Brownfields Grant, San Pablo, CA

Education

B.S. Business Accounting,
San Francisco State University,
San Francisco, 2007

Frank L. Rollo, Geotechnical Engineer

Principal Engineer
Project Involvement; Senior Advisor; Consultant

d States. He has 48 years of experience in geotechnical and environmental studies, and earthquake hazard studies for projects of various sizes in the public and private sectors.

Mr. Rollo has expertise in foundation engineering for high-rise structures and deep foundations, pipelines, port facilities, and quarries; he is skilled in establishing criteria for lateral earth pressures, excavation dewatering, and earthquake engineering design. He has directed more than 100 major and provides peer review and/or expert-witness testimony on foundation-

Selected Projects

Treasure Island Reuse Project
One Rincon Hill Building, San Francisco, CA
Town Hall for the Performing Arts, Christchurch, NZ
Jakarta Signature Tower, Jakarta, Indonesia
San Francisco Museum of Modern Art Expansion Project, San Francisco, CA
350 Bush Street, San Francisco, CA
500 Pine Street, San Francisco, CA
AT&T Park, San Francisco, CA
San Francisco General Hospital (SFGH), San Francisco, CA
Mission Bay – Catellus Corporation, San Francisco, CA
Structural Advisory Committee (SAC), Member
Mills-Peninsula Replacement Hospital
80 Natoma Development, San Francisco, CA
201 Mission Street, San Francisco, CA
Golden Gate Bridge Seismic Retrofit, San Francisco, CA
St. Regis Tower, 2nd & Mission Street, San Francisco, CA
49ers Stadium, San Francisco and Santa Clara, CA
Emerystation Campus-Wareham Development, Emeryville, CA
Palace of the Legion of Honor, San Francisco, CA
San Francisco Main Library, San Francisco, CA
Mission Housing Development Corporation, San Francisco, CA
Citywide Soil Liquefaction Studies, San Francisco, CA
Embarcadero Center (7 buildings), San Francisco, CA

Education

M.S., Civil Engineering, University of California, Berkeley

B.S., Civil Engineering, University of California, Berkeley

Professional Registration

Geotechnical Engineer in California, 1987, #733

Civil Engineer in California, 1968, #18126

Civil Engineer in Guam, 1971

Civil Engineer in Colorado, 1980

Affiliations

American Society of Civil Engineers,
1964-present, Past President, San Francisco Section

Structural Engineers Association of Northern California, 1965-present Honorary Member

San Francisco Bay Conservation and Development Commission, 1998-present - Member of the Engineering Criteria Review Board

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Frank L. Rollo, PE, GE

University of San Francisco, San Francisco, CA
St. Ignatius College Preparatory
Dunsmuir Reservoir Seismic Safety Evaluation, Oakland, CA
Lafayette Dam
Seismic Upgrades for many structures filling Loma Prieta, San Francisco, CA
Conservatory of Flowers and Music, Golden Gate Park
Seismic Strengthening of Unreinforced Masonry Buildings (UMBs)

PAUL M. SPILLANE, CIH, REA
Principal Industrial Hygienist

QUALIFICATIONS

Paul M. Spillane is a Certified Industrial Hygienist with over seventeen years of experience as an environmental consultant, specializing in lead-based paint, asbestos, and indoor air quality issues. Since 1998, Mr. Spillane has managed industrial hygiene and safety consulting groups of up to 40 employees at several prominent environmental consulting firms in Northern California. Mr. Spillane is responsible for direct client contact from inception to completion of projects, including proposal writing and scope of work development, scheduling, directing work, and overseeing project budgets. He has also inspected more than 1,000 government and private buildings for asbestos, and has conducted more than 500 XRF lead surveys.

EDUCATION

BSc Environmental Toxicology, University of California, Davis, CA (1991)
Graduate Studies: Environmental Systems Humboldt State University, Arcata, CA (1997)

REGISTRATIONS/CERTIFICATIONS

Certified Industrial Hygienist (2003)
Registered Environmental Assessor (2002)
HAZWOPER 40-Hour Trained (2002)
HAZWOPER 8-Hour Supervisor (2002)
Cal-OSHA Certified Asbestos Consultant (1998)
Cal-OSHA Site Surveillance Technician (1992)
California Department of Health Services (DHS) Accredited
Lead-Based Paint: Inspector/Assessor, Project Monitor and Project Designer (1998)
NIOSH 582 Phase Contrast Microscopy Accredited (2000)
X-Ray Fluorescence Certified (Scitec, 1991 and Niton, 1999)

REPRESENTATIVE PROJECTS

Former Hunters Point Naval Shipyard

Mr. Spillane oversaw the perimeter air sampling for the Parcel A, Phase I Development Project located at the former Hunters Point Naval Shipyard for the San Francisco Redevelopment Agency from 2006 to 2012. Phase I is the foundation to the Shipyard's redevelopment. Lennar is transforming the Shipyard into new homes, jobs and parks that the Bayview-Hunters Point community wants and needs. Phase I includes 63 Acres and 1,400 new homes. The scope of work, the tasks (or sub-tasks) associated with the project, included Health and Safety Plan preparation; daily monitoring and recording of the conditions of the site; daily reporting to agencies and parties involved; industrial hygiene consulting and guidance; workers training; and observation of dust control issues. In addition to work for Treadwell & Rollo, Mr. Spillane has performed other work for other clients at this project site. Some of the work includes personal air monitoring and asbestos hazard awareness training.

Yerba Buena Island, San Francisco

Acumen Industrial Hygiene, Inc. performed the Lead-Based Paint (LBP) reevaluation of interiors and exteriors of 104 residential housing units on Yerba Buena Island (YBI), at the former Naval Station Treasure Island (NAVSTA TI) in San Francisco, California. The purpose of the YBI reevaluation was to determine the overall adequacy of the LBP Operations and Maintenance (O&M) Program in controlling LBP hazards and to identify areas where additional LBP control is required before Navy property transfer to the City of San Francisco. The project included preparation of a Sampling and Analysis Plan (SAP) for the reevaluation. After Navy approval of the SAP, Mr. Spillane researched historical records to identify locations of LBP and locations of either previous LBP abatement or interim control. Thereafter Mr. Spillane, with the help of several assistants, conducted visual assessments of deteriorated LBP inside and outside the units and collected two hundred forty-six (246) composite dust wipe

samples to determine if hazardous lead dust levels exist. This work was completed within five months and within budget. Other tasks (or sub-tasks) associated with the project, included preparing and training the team so that risk assessment procedures were standardized and repeatable; daily reporting to agencies and parties involved; and documentation and reporting of results. Challenges on this project included creating a system for the reevaluation protocol so the evaluation of lead based paint hazards in housing units would remain consistent amongst the field teams; tight scheduling and access issues; and the need for special accommodations to enter residents' homes (especially those with dogs and cats).

Former Concord Naval Weapons Station, CA
Acumen Industrial Hygiene, Inc. was retained by ITSI A Gilbane Company (ITSI) from March to November, 2011, to assist with a radioactive materials (RAD) and asbestos/lead survey and abatement of flooring materials for the US Department of Navy: Base Realignment and Closure Team at the Former Naval Weapons Station Seal Beach Detachment Concord, Inland Area. The scope of work, the tasks (or sub-tasks) associated with the project, included conducting an asbestos bulk material survey; preparing specifications; project monitoring; visual inspections; field documentation; onsite abatement oversight; air sampling services; and clearance inspections.

Acumen performed a survey for asbestos containing materials and leaded materials of for a complete flooring abatement in areas where depleted uranium munitions (RAD materials) were once stored. Acumen conducted a comprehensive survey, including destructive sampling to accurately determine location and quantities of hidden asbestos containing materials. Thereafter Acumen, assisted in preparing abatement specifications and conducted abatement oversight and air monitoring through the asbestos abatement monitoring. This abatement work was completed in two phases, each over two months, and under budget. The City of Concord, is in the process of formulating a Reuse Plan for the Inland Area that includes residential and commercial development while reserving approximately two-thirds for open-space and parks projects.

Challenges on this project included working in potentially hazardous atmospheres required full personal protection equipment for unknown hazards including radioactivity, asbestos, lead, mold, physical hazards and animals. The buildings were unlit (no electricity and boarded windows) and had been abandoned for some time, which added a challenge by doing the surveys using head-lamps and flashlights. Some areas had ceilings collapsed due to water damage, which created both physical hazards and mold hazards. Both live and dead animals were present including dead carcasses and fleas.

Sacred Heart Cathedral Prep Performing Arts Project
Mr. Spillane first performed an asbestos, lead and hazardous material survey at the Sacred Heart Cathedral Preparatory in 2009 to 2012 in preparation for the construction of a new theater at the De Paul Campus. The scope of work, the tasks (or sub-tasks) associated with the project, included an asbestos bulk material survey; preparation of specifications; bid consulting; naturally occurring asbestos Health and Safety Plan preparation; project monitoring; visual inspections; field documentation; waste tracking; onsite abatement oversight; air sampling services; hazard communication training; clearance inspections; and AHERA compliance documentation

Mr. Spillane coordinated this project and oversaw the work and prepared an Asbestos Abatement Specification to be distributed by the Client to abatement contractors to bid on the work.

Caltrans Air Monitoring for replacement of the West Approach of the San Francisco Oakland Bay Bridge
Mr. Spillane and his team conducted dust and silica monitoring during the demolition of the West Approach of the San Francisco Oakland Bay Bridge. This work was in connection with the demolition of West Approach Project Bridge Removal Location "F" – ST6D Line Interim Eastbound Detour. The objective of this project was to measure respirable dust and crystalline silica air emissions at the perimeters of work areas associated with the demolition of concrete sections of the interim eastbound detour approach to the SFOBB. The scope of work, the tasks (or sub-tasks) associated with the project, included developing a sampling and analysis work plan for ambient air monitoring; including location maps and photographs of proposed sampling stations; establishing back-ground

levels; conducting real-time monitoring using data-logging instruments; conducting laboratory sampling using NIOSH protocol for respirable silica at up to 20 sample stations; downloading data from data-logging instruments and providing timely up-dates to the project engineer(s), and public information officer; and providing documentation reports including QA/QC, monitoring logs, and conclusions.

Disney Library and Family Museum
The scope of work, the tasks (or sub-tasks) associated with the project, included completion of an asbestos & lead survey; bid consultation; bid walk; specification preparation; abatement oversight; asbestos and lead consultation; air monitoring during sand blasting; and clearance sampling.

The asbestos inspection consisted of a four historical buildings located at the Presidio main parade grounds. There were many inaccessible areas at the site where identifying and sampling suspect asbestos containing materials (ACM) was critical. This survey required access to a crawl-space vault and the detail cornices on the roof.

Because this was to become a "family museum" we educated the client that Lead Based Paint Abatement would be highly recommended. The building was constructed as a military barracks in 1904 and there were high levels of lead based paint throughout the buildings.

Mr. Spillane conducted industrial hygiene training for support personal and environmental compliance oversight for asbestos and lead abatement in preparation for the remodeling of the building. Mr. Spillane evaluated contractor compliance with applicable asbestos and lead regulations and to verify that the necessary pre-construction abatement was satisfactory completed. During the abatement monitoring, Mr. Spillane conducted site inspections to verify contractor compliance to federal and State regulations, industry standards and the abatement specifications.

Sierra Club – 85 Second Street Indoor Air Quality and EMF Audit
Mr. Spillane regularly performs many indoor air quality projects to examine a variety of things including mold, cigarette smoke contamination, exhaust fumes contamination, smells investigation, etc. A notable project was one that was done at the Sierra Club based a request from the Sierra Club administration office. The scope of work, the tasks (or sub-tasks) associated with the project, included completion of an IAQ/Ventilation Survey; EMF Survey; and Visually Inspection for mold or other obvious IAQ issue that would require follow-up testing. The project was completed between 2006 and 2010.

This project's purpose was to measure the ventilation rates of office areas to determine if adequate fresh air was being provided. This work allows the building engineer to better balance the ventilation system and determine non-ionizing radiation levels. Challenges on this project included working in an occupied office building where access is restricted.

Lowe's Pre-Construction Project
Mr. Spillane and his team conducted an asbestos, lead and other hazardous building materials investigation at the former Goodman's and Whole World Access buildings. The scope of work, the tasks (or sub-tasks) associated with the project, included completion of an asbestos & lead survey; bid consultation; bid walk; specification preparation; abatement oversight; asbestos and lead consultation; air monitoring during sand blasting; and clearance sampling. This project was completed in April 2009.

Challenges on this project included work to maintain dust control with a multitude of sub-contractors. There is a Montessori school located directly down-wind of the site. Any occurrence of observed visible dust on-site were reported so more aggressive application of dust control measures could be applied. Dust control "best management practices" were verified daily and breaches of the Dust Control Plan did not occur.

Experience

Acumen Industrial Hygeine, Inc. San Francisco, California (2004-present)

Innovative Technical Solutions, Inc. (ITSI) Walnut Creek, California (March 2004 to August 2004)

PES Environmental, Inc. Novato, California (May 2002 to March 2004)
Senior Industrial Hygienist: Leader of the industrial hygiene division of a 40 person engineering and consulting business. Projects included indoor air quality testing, asbestos, lead-based paint, and other industrial hygiene projects. Responsibilities include:

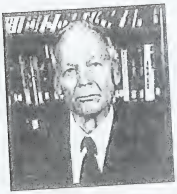
- Proposal writing, scheduling, and overseeing work
- Managing field staff and overseeing project budgets
- Onsite indoor air quality investigations
- Development of operations and maintenance programs and training courses
- Lead and asbestos surveys, inspections/risk assessments (AHERA, OSHA, NESHAP or HUD protocol)
- Asbestos, mold and lead surveys for Phase I site assessments

Hygienetics Environmental Services, Inc. Alameda, California (March 1998 to May 2002)
Director of Industrial Hygiene: Managing staff of up to ten employees and overseeing project budgets. Responsible for direct client contact from inception to completion of projects. Proposal writing, scheduling, and overseeing project work. Responsibilities included:

- Indoor Air Quality and bioaerosol testing
- Worker exposure testing for chemical hazards (arsine, phosphine, lead, PCBs, hydrogen and acid gases)
- Noise and light monitoring
- Environmental health and safety training classes for up to thirty students; hazard communication, asbestos Operations and Maintenance, lead-based paint; polychlorinated biphenyls
- Lead and asbestos inspections/ risk assessments (AHERA, OSHA, NESHAP or HUD protocol)
- Project design; bid and technical assistance

Spillane Industrial Hygiene Services San Francisco, California (January 1995 to March 1998)
Independent Consultant: Provided asbestos and lead air monitoring, surveys and X-Ray fluorescence lead testing.

Occupational Knowledge, Inc. San Francisco, California (October 1991 to January 1995)
Environmental Field Technician: Responsibilities included X-Ray fluorescence lead testing paint/soil; asbestos inspection and sampling; abatement project monitoring; lead risk assessments and soil/water sampling; phase I site assessment; and training assistance.



Gary Marlin SANDQUIST, PhD, MBA, PE
2564 East Neffs Circle
Salt Lake City, UT 84109
Email: gms@asp-llc.com
801 273 0200 (residence) / 801 209 2691 (cell)

SUMMARY (See Curriculum Vitae of details)

- Dr. Sandquist has over four decades of extensive experience in science; mechanical, nuclear, civil, structural engineering; physics; university teaching; education; scientific research; technical publishing; project management and owner and manager of veteran owned small business (Applied Science Professionals, LLC – established in Utah in 1998)
- Academic service at University of Utah, MIT, Idaho State University, US Military Academy, Ben Gurion University in Israel.
- Owner and Manager Veteran Owned Small Business, Applied Science Professionals, LLC, Salt Lake City, UT 84109
- Served as PI/Co-PI, Investigator for 52 R&D contracts and grants valued at $17.8 million (Included NSF, EPA, NRC, DOE)
- Served as short mission expert in nuclear science for International Atomic Energy Agency (IAEA, United Nations)
- Extensive experience and service with DOE Laboratories (including INL, LANL, LLNL, BNL, ANL, SNL, Hanford)
- Published 755 articles and presentations in journals, conferences, and reports including public and government hearings
- Experience with State & US Government Agencies and Regulations and Standards including NRC, DOE, EPA, DOD, NIH, ASME, ISO,
- Prepared and administered Quality Assurance Programs for URS Corp, SLC, UT and URS Los Alamos, NM.
- Scientific Consultant to Industry and Government including Utah State, Envirocare, EnergySolutions, and S.K. Hart

ACADEMIC

Professor Emeritus, Jun 2007-present, Formerly: Professor, Mechanical Engineering, University of Utah, Aug 1965–Jun 2007
Distinguished Visiting Professor, Physics & Civil & Mechanical Depts, US Military Academy, West Point, NY, Aug 2003-Jun 2005
Affiliate Faculty, College of Engineering, Idaho State University, Pocatello, ID, 2005-present
Associate Research Professor of Surgery, University of Utah, Jul 1974-Jun 1986
Visiting Professor, Nuclear Engineering Department, Ben Gurion University, Beer Shiva, Israel, Jan-Jun 1986
Visiting Scientist, Nuclear Engineering, Massachusetts Institute of Technology, Sep 1969-Aug 1970

PERSONNEL AND PROJECT MANAGEMENT EXPERIENCE

Owner/Manager, Applied Science Professionals, LLC - Veteran Owned Small Business, POB 9052, Salt Lake City, UT 84109
Former Director of Nuclear Engineering Program, University of Utah
Training Director, Community Radiation Monitoring Program, Nevada Test Site, U.S. Department of Energy
National and International Technical Conferences as Organizer, Committee Member, & Chair for ASME, ANS, IAEA, WASET, etc.
NRC Licensed Nuclear Research Reactor Supervisor, Developed and Managed QA program as QA Officer
Consultant and advisor to industry, universities, state and federal government agencies, technical organizations including:
URS Corp, SLC and Los Alamos, EPA, NRC, S.K. Hart, EnergySolutions, LANL, INL, Rogers & Associates, Corp
Retired U.S. Navy Officer, Commander (O-5), Naval Intelligence Officer (designator 1635), service as Executive and Commanding Officer

POSITIONS (Administrative, Educational, Business, Professional Society & Military)

US and IAEA activities in nonproliferation and nuclear material handling
Adjunct Professor of Civil and Nuclear Engineering, University of Utah
Professor, Affiliate Faculty, Idaho State University, Pocatello, Idaho
Registered Professional Engineer (Mechanical: UT, MN, NY, Nuclear: CA)
Registered Structural Engineer: UT)
Certified Quality Auditor (ASQ), Registrar Accreditation Board Certified Provisional Auditor (RAB)
Short mission expert for IAEA in nuclear science with assignments to South American, North Africa, Malaysia, Europe
Former NRC Licensed Senior Reactor Operator (U.S. NRC)
American Board Certified Health Physicist (American Board of Health Physics-CHP)
Diplomate: Environmental Engineer (DEE), American Academy of Environmental Engineers (ACEE)
Nuclear Science Expert for United Nations, International Atomic Energy Agency (UN-IAEA)
Chief Scientist & Quality Assurance Officer – URS Corporation (URS)
Fellow of the American Nuclear Society (ANS
Fellow of the American Society of Mechanical Engineering (ASME)
Board Member –RADNET, Scientific Advisory Board, US Environmental Protection Agency (EPA)
Membership in American Physical Society, ANS, ASME, HPS, ASQ, ASEE, Pi Tau Sigma, Tau Beta Pi, Sigma Xi, Alpha Nu Sigma
Science Speaker, Nuclear Energy Institute (NEI), Senior Member, American Society for Quality (ASQ)

R&D

Nuclear science & engineering, Mechanical, Structural engineering, Risk assessment, Nuclear & reactor physics, QA/QC, Health physics, Nuclear research reactors, Criticality evaluations, Applied mathematics & physics, Environmental radiation monitoring
Safeguards & nonproliferation for International Atomic Energy Agency for Nuclear materials, proliferation and safeguards
Supervised research for 19 PhD students and 65 MS students

CONTRACTS & GRANTS

Principal/Co-Principal Investigator for 51 major R&D Contracts and Grants with a total value over $15 million
Funding sources include DOE, DOD, EPA, EPRI, NIH, NRC, NSF, NEI, IAEA, Industry, State & Local Governments

EDUCATION

B.Sc.	*Mechanical Engineering, University of Utah, Jun 1960*
M.S.	*Engineering Science, University of California Berkeley, Sep 1961*
Ph.D.	*Mechanical and Nuclear Engineering, Minor - Mathematics, University of Utah, Jun 1964*
MBA	*Executive-Masters Degree in Business Administration, University of Utah, Jun 1995*
Post Doctorate	*Nuclear Engineering, Massachusetts Institute of Technology, Aug 1969 – Sep 1970*
Sabbaticals:	*Ben Gurion University-Negev, Nuclear Engineering Department, Beer Sheva, Israel, Jan-May 1986*
	Technion University, Nuclear Engineering Department, Haifa, Israel, May - Jun 1986

PUBLICATIONS

755 publications & presentation in nuclear science, engineering, energy, health physics, environmental sciences including:
8 Books and Book chapters
209 Journal, Conference & Professional Publications
163 Technical oral presentations
375 Engineering Reports for Academic, Industrial, Research and Government Agencies
Developed 17 major Scientific Computer Codes used in industry and by government agencies
Participated in 204 Scientific and Engineering Meetings, Conferences, Workshops, Seminars, Government Hearings
Seven Patent Disclosures for scientific and technical applications for various clients

LISTINGS

Who's Who in America, American Men & Women of Science, Who's Who in Atoms, Who's Who in Engineering, Who's Who in Science, International Who's Who in Education, Who's Who in Nuclear Energy, Who's Who in the World, International Who's Who in Engineering, Who's Who in Science and Engineering, Who's Who in American Education, Who's Who Registry of Business Leaders, Int'l Directory of Nuclear Criticality Safety Who's Who in the United States, Who's Who in the West, Int'l Directory of Nuclear Safety, Who's Who in Technology Today, Who's Publishing in Science, National Faculty Directory, Science Citation Index

AWARDS

Editor: International Journal Nuclear Energy, Science & Technology.
Department of Army, Commanders Award for Public Service, Visiting Professor, Dept of Physics, USMA Jul 2004
Department of Army, Commanders Award for Public Service, Visiting Professor, Civil & Mechanical Eng Dept, USMA Mar 2005
Glen Murphy Award-Nuclear Engineering Education (ASEE-1984)
Engineering Educator of the Year (1992), Utah Engineering Council
American Society of Mechanical Engineering, Nuclear Engineering Division, ICONE-13, 14, 16, 17, 18 Co-Chair & Track Leader

SECURITY CLEARANCES (all inactive)

Top Secret Clearance, DOD-SBI- 28 Nov 1990, Ref: DON CAF WASH DC/170842A Dec 90
Q Clearance, DOE/NV Number VG 60188, Nevada Operations Office, Box 98518, Las Vegas, NV

PERSONAL

Male, Native born U.S. Citizen
Telephone: (801) 273-0200 (Residence), Work (801) 581-7372, (801) 904-4125, (801) 209-2691(cell), FAX (801) 904-4100
Email: gms@asp-llc.com , gmsand@mech.utah.edu, gary.sandquist@ursc.com, www.asp-llc.com
Address: 2564 East Neffs Circle, Salt Lake City, UT 84109-4055, USA,

FOREIGN TRAVEL

Austria, Canada, China, Columbia-South America, Corsica, Denmark, England, Estonia, Finland, France, Germany, Greece, Hong Kong, India, Israel, Italy, Japan, Malaysia, Malta, Mexico, Monaco, Morocco, Netherlands, Pakistan, Portugal, Russia, Singapore, South Africa, Spain, Sweden, Switzerland, Taiwan

Christian J. Divis, M.B.A, G.E. #2694

378 Park Street
San Francisco, California 94110
tel (415) 420-3498
christian@divisconsulting.com

Professional Experience

2004-present

Divis Consulting, Inc. (San Francisco, California)
Certified San Francisco Local Business Enterprise
Providing Geotechnical Consultation for:

- Geotechnical Investigations
- Construction Observation
- Engineering Analysis
- Report Preparation
- Project Management
- Forensic Inspection

1997-2002

Treadwell & Rollo, Inc. (San Francisco, California)
Project Engineer.

- Managed geotechnical aspects of field operations for various construction projects.
- Responsible for managing investigations, design and implementation of geotechnical recommendations.
- Managed financial, staffing, marketing, customer relationship and technical aspects of each project.

1995-1996

University of California at Davis (Davis, California)
Research Assistant / Teaching Assistant.

- Developed and performed experiments concerning the affect of earthquake induced liquefaction on subsurface structures.
- Contributed to the development of geotechnical modelling equipment.
- Coordinated and implemented laboratory experiments for instructive purposes.

Education

2002-2003 Trinity College Dublin, Ireland, **Masters of Business Administration.**
1995-1996 University of California at Davis, **Masters of Geotechnical Engineering.**
1990-1994 University of California at Davis, **Bachelors of Civil Engineering.**

Memberships

- ASCE and Tau Beta Pi.

Publications

- Divis, C.J. (2010). Introduction to the Torque Down Pile, DFI Superpile 2010, New Orleans, Louisiana, May 2010.
- Divis, C.J., Ronan, C.E. (2002). Auger Pressure Grouted Displacement Piles Installed & Tested on the Margins of the San Francisco Bay, Proceedings - DFI Specialty Seminar, Augered Cast-In-Place Piles Seminar- 2002, San Francisco, California, March 2002.
- Golesorkhi, R., Divis, C.J., and Saunders, J.S., (2000). Estimates of construction-induced ground deformation at a deep excavation in San Francisco, California, Proceedings 10th International Conference on Computer Methods and Advances in Geomechanics, Tucson, Arizona, January 2000.
- Divis, C.J. (1996). Initial Liquefaction Tests Using the Large Shaker at UC DAVIS, Masters Thesis, University of California, Davis.

Geotechnical Experience

Project Management:

- Coordinating geotechnical field operations during construction of residential, commercial and infrastructure projects.
- Coordinating geotechnical investigations.
- Developing / planning budgets, writing proposals, overseeing operating expenses, and managing financial, staffing, marketing, client relationship and technical aspects of projects.
- Working with environmental scientists on environmental site remediation.
- Radiation Safety Officer.

Engineering Analysis:

- Settlement.
- Bearing capacity.
- Pile capacity (driven, auger-cast, torquedown, tubex piles).
- Pile load tests (dynamic and static).
- Existing (wood) pile capacity.
- Soil mix column design (foundation support and shoring)
- Rammed Aggregate Pier design
- Tieback design.
- Underpinning pier design.
- Tiedown design.
- Retaining wall analysis.
- Liquefaction analysis.
- Liquefaction remediation (stone column and compaction grouting).
- Slope stability (static and dynamic).
- Finite Element Analysis.

Geotechnical Investigations:

- Permitting
- Traffic Control
- Soil Boring Logging
- Soil Cutting Testing and Disposal

Construction Observation:

- Testing the compaction of fill.
- Soft and wet soil stabilization.
- Installation of driven piles, drilled piers, torquedown piles, Tubex piles and auger-cast piles.
- Footing and mat subgrade preparation.
- Soldier pile and lagging, slurry cut-off wall and soil-mix cut-off wall shoring systems.
- Installation and testing of tiebacks, soil nails, rock bolts and tiedowns.
- Stone-column installation.
- Deep soil mixing.
- Compaction grouting operations.
- Chemical grouting operations.

REPRESENTATIVE PROJECT EXPERIENCE 2004 - 2012

- ***Treasure Island**, San Francisco, California*

  Client: Treadwell & Rollo

  Provided preliminary settlement analysis and foundation alternatives for four areas within Treasure Island. Consolidation under existing and new fill, and foundation loads was evaluated. Mitigation of liquefaction and associated hazards was also addressed.

- ***Block 13, Mission Bay, San Francisco***

  Client: Treadwell & Rollo, Inc.

  LBE Subcontract, Geotechnical Data Investigation: provided geotechnical data (geotechnical borings and cone penetration tests) for a proposed five to eight story mixed use commercial/residential building.

- ***Mission Bay Infrastructure, San Francisco***

  Client: Treadwell & Rollo, Catellus, and others

  Provided project management, geotechnical design parameters and construction observation for a variety of projects on a 300+ acre development with both public and private streets as well as commercial and residential building construction. Responsibilities included engineering analysis and report preparation, daily monitoring of geotechnical construction activities, monthly preparation of invoices, liaison between city officials, contractors and developers, and general project management duties. Provided geotechnical services for: stormwater pumpstation design, soft soil mitigation, general site grading, utility and pavement recommendations, wick drain design and monitoring, surcharge fill, consolidation analysis, geotechnical investigations.

- ***Passenger Bridge, San Jose International Airport***

  Client: Substructure Support

  Provided geotechnical design parameters, load test analysis and consultation for a deep foundation system.

- ***Russel City Energy Center Power Plant, Hayward, CA***

  Client: Treadwell & Rollo

  Provided geotechnical construction observation for precast prestressed driven piles for a new power plant.

- ***San Francisco 49rs Stadium, Santa Clara, California***

  Client: Treadwell & Rollo

  Provided geotechnical construction observation for auger cast displacement piles for a stadium project.

- ***San Francisco International Airport, Terminal 3 Improvements, San Francisco, California***

  Client: Substructure Support/Magco Drilling

  LBE Subcontractor, Provided consultation during design, monitoring of test pile program and construction observations services during pile installation for a new terminal structure. Four piles were monitored during load testing. Observed the installation of 181 production piles to a depth of about 60 feet below existing grades.

- ***San Leandro Boat Ramp, San Leandro, California***

  Client: Treadwell & Rollo

  Managed a geotechnical investigation and prepared a geotechnical report for a boat launch ramp facility and park. Geotechnical borings were performed both on land and over water (barge).

Provided geotechnical recommendations and conclusions regarding deep foundation design and consolidation settlement analysis.

- ***San Ysidro, U.S. Land Port of Entry San Ysidro, California***

  Client: Rockridge Geotechnical

  Provided construction observation services during installation of deep foundations (Torque Down Piles) for a new US/Mexico border crossing.

REPRESENTATIVE PROJECT EXPERIENCE PRIOR TO 2004

- ***Treasure Island Development Project, San Francisco, California***

  Data Review and Supplemental Field Investigation: evaluation of static and dynamic performance of perimeter dike.

- ***199 Fremont Street, San Francisco, California***

  Construction Observation: soil-mix cut-off and shoring wall, mat foundation, tie-downs.

- ***California Maritime Academy, Vallejo, California***

  Construction observation and engineering analysis: mitigation of earthquake induced lateral spreading, slope stability analysis, stone column installation, geotechnical borings to check liquefaction mitigation.

- ***First and Howard Streets, San Francisco, California***

  Geotechnical Investigation and Construction Management: driven piles, mat foundation, shoring and tieback systems.

- ***Pacific Bell Ball Park, San Francisco, California***

  Construction Observation: driven piles, stone columns, compaction grouting, geotechnical borings to check liquefaction mitigation.

GIA DANILLER-KATZ

PROFESSIONAL EXPERIENCE:

DANILLER CONSULTING, INC. – Principal and Founder, San Francisco. (2004 - Present)
Lead a public affairs, community outreach, communications and government relations consulting practice. Primary services include: community outreach, strategic communications, message development, coalition building and grassroots organizing, legislative and governmental advocacy, and political strategy. The firm works in a number of subject areas and has specific expertise in land-use issues, transportation, economic development, alternative energy, environment, natural resources, housing, health and social services.

JEWISH COMMUNITY RELATIONS COUNCIL (JCRC) – Government Relations Director, SF Bay Area (1999 – 2003). Directed JCRC's local, state and federal professional and grassroots advocacy and outreach efforts on a range of public policy issues. Cultivated relationships with elected officials and community/civic organizations throughout California and the Bay Area. Spearheaded legislative and coalition-building initiatives to secure and maintain millions of dollars in public funding for Jewish community institutions. Developed and led communications related efforts/campaigns on behalf of priority policy issues and initiatives.

U.S. SENATOR BARBARA BOXER – Northern CA Field Representative, San Francisco. (1996 - 1999)
Point person for federal projects, issues and initiatives within a nine-county region. Represented and briefed Senator Boxer on critical local concerns. Developed and communicated policy statements. Organized the Senator's official events in the extended Bay Area, including all press conferences and events. Worked with local governments, businesses and organizations on legislative issues and to secure federal funding.

ORGANIZATION FOR ECONOMIC COOPERATION & DEVELOPMENT (OECD)/U.S. EMBASSY in FRANCE, Paris, France. (1995-1996) Split assignment as a research assistant in the External Affairs Cooperation Division of the OECD and as a protocol assistant to then-U.S. Ambassador to France, Pamela Harriman. Oversaw logistics for official events held in the Ambassador's Residence and assisted groups with various activities in the Residence. OECD duties involved researching NGOs to include in a directory of urban development organizations and providing French to English translation services.

THE WHITE HOUSE POLITICAL DEPARTMENT – Volunteer Staff Assistant, Washington D.C. (1995)
Temporary position as an assistant to the Western States Political Director in the Clinton White House. Duties included monitoring political developments in several western states, including California; preparing briefing reports for senior White House officials; serving as a liaison to local community and political leaders.

AMERICAN ISRAEL PUBLIC AFFAIRS COMMITTEE – Political Liaison, Washington, D.C. (1994)
Developed and implemented political strategy to maximize the effectiveness of the pro-Israel community in more than 100 congressional races. Mobilized top AIPAC leadership to build and strengthen relationships with Members of Congress and congressional candidates. Briefed candidates on issues involving the U.S. - Israel relationship.

U.S. SENATOR CHRISTOPHER DODD – Legislative Aide/Correspondent, Washington, D.C. (1993 - 1994)
Wrote policy statements and researched issues under the jurisdiction of the Senate Committees on Finance; Budget; Banking, Housing and Urban Affairs; Small Business; Telecommunications; and Trade. Drafted letters to Administration officials; replied to constituent correspondence; prepared hearing briefing materials.

CLINTON/GORE '92 COORDINATED CAMPAIGN – Regional College Coordinator, Los Angeles.
Responsible for Clinton/Gore and California Democratic Party activities on college campuses in Southern California in the summer and fall of 1992. Organized extensive voter registration drives, visibility activities, GOTV programs and large-scale political rallies throughout the region.

COMMUNITY INVOLVEMENT (partial list):

San Francisco Planning and Urban Research Association (SPUR), Board of Directors and Co-Founder of the "Young Urbanists" program (2005–present)

Citizen's Bond Oversight Committee, City College of San Francisco, Vice-Chair (2010-present)

City Car Share, Board of Directors, 10-year old Bay Area non-profit car-sharing organization (2010-present)

Housing Action Coalition, Executive Committee Member, Local coalition focused on supporting the development of housing and responsible housing policy in San Francisco and the Bay Area. (2002-2009)

San Francisco Women's Political Committee, Endorsement Committee Member. (2009-present)

Raoul Wallenberg Jewish Democratic Club, Past President and Current Board Member, Active San Francisco Democratic Club. (1999–present)

San Francisco - Paris Sister City Committee, Board of Directors. Appointed by former-Mayor Willie Brown and again by Mayor Gavin Newsom. (1996–present)

Leadership San Francisco, Graduate of civic leadership development program affiliated with the S.F. Chamber of Commerce, Class of 2001-2002.

SF Mayor's Office of Community Development, Citizen's Advisory Committee Member. (1996-1998)

EDUCATION:

THE WHARTON SCHOOL, UNIVERSITY OF PENNSYLVANIA, Philadelphia, Pa.
Bachelor of Science in Economics, 1992.

NEW YORK UNIVERSITY in FRANCE - L' Institut des Etudes Politiques, Paris, France. Fall 1990.

LANGUAGE SKILLS: Fluent in French; Proficient in Spanish.

SECTION 6: Budget

The proposed overall annual budget for the entire three year term discussed in the RFP is provided in table format including an overall summary and yearly breakdown as attached to this section.

- The budget reflects our understanding of the level of effort that will be required to execute the scope of work described in the RFP. This level of effort is based on the description provided in the RFP, the Navy documents provided with the RFQ including the 2012 Site Management Plan, and our experience with other Navy remediation projects of a similar nature.
- T&R is pleased to offer rates for the Treasure Island/Yerba Buena Island project that are discounted relative to our customary, full rates.
- The budget assumes an annual 4% increase in rates.
- Outside services, including sub-consultants, are subject to a 10% markup.
- As described in Section 1, although a Trainee Hiring Goal is not specifically required by this RFP, T&R is dedicated to utilizing the support of local-area trainees whenever possible. If TIDA requests that T&R utilize and intern to support this project, the internship will be paid.
- The budget assumes that BCT meetings will be held in Oakland, California, however we understand that Federal budget issues may result in the Navy requesting to hold BCT meetings periodically in San Diego. Should travel to San Diego be required, additional staff hours (travel time) and expenses (airfare) should be anticipated.
- The budget assumes that peer review will be performed for those Navy documents projected in the Navy's 2012 Site Management Plan, as shown on the attached "Projected Navy Documents and Review Effort, Treasure Island/Yerba Buena Island, 2013 to 2016." Review of additional documents not yet projected may require additional staff hours.

We will be able to meet the insurance requirements described in the RFP, and we would like to note that we maintain an A+ rating with all three of our insurance providers.

Proposal for Environmental Engineering Consulting and Oversight of Navy Remediation for the
Treasure Island/Yerba Buena Island Development Project
2013 to 2016

	Scope of Work Item	2013-2014 Budget	2014-2015 Budget	2015-2016 Budget
1	Attend monthly BCT meetings including preparation, meeting attendance, providing TIDA with documentation and analysis from the meeting.	$ 16,839.68	$ 17,513.27	$ 18,213.80
2	Attend supplemental technical meetings including conference calls as needed and as requested by TIDA.	$ 15,606.24	$ 16,230.49	$ 8,439.85
3	Review, comment and advise TIDA on technical documents and plans (e.g. Feasibility Studies, Remedial Investigations, Records of Decision, Final Status Survey Reports, etc.) from the Navy and State regulatory agencies including reports and work plans. Prepare written materials for the benefit of TIDA and City staff.	$ 47,264.80	$ 37,393.99	$ 14,199.07
4	Provide technical support and environmental expertise to TIDA throughout the property transfer process with the Navy, including peer review of documents and work products prepared by the Navy, the developer and their respective environmental consultants. Within this context, consultant will review technical documents related to the transfer documents, FOST and supporting environmental documents, including any associated legal and regulatory documents necessary to complete property transfer. Such assistance could include assisting TIDA strategically evaluating remediation, transfer and insurance issues, and reviewing and advising TIDA and City staff on the following: FOST, FOSET, Covenant Deferral Request, LIFOC, Consent Agreement, environmental insurance policies, and associated documents.	$ 36,653.76	$ 38,119.91	$ 19,822.35
5	Assist TIDA in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above.	$ 9,384.96	$ 9,760.36	$ 5,075.39
6	Provide additional consultation as needed and as requested by TIDA	$ 32,242.56	$ 33,532.26	$ 18,365.91
		$ 157,992.00	$ 152,550.28	$ 84,116.38
		Three Year (2013-2016) Total		$ 394,658.66

Unit		No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total	No. Units	Total
102.96	hr	0	$ -	0	$ -	12	$ 1,2	12	$ 1,235.52	4	$ 411.84	24	
124.80	hr	48	$ 5,990.40	18	$ 2,246.40	96	$ 11,980.80	36	$ 4,492.80	6	$ 748.80	72	$ 1
169.52	hr	64	$ 10,849.28	42	$ 7,119.84	48	$ 8,136.96	72	$ 12,205.44	16	$ 2,712.32	0	$
194.48	hr	0	$ -	0	$ -	24	$ 4,667.52	0	$	0	$ -	12	$
260.00	hr	0	$ -	24	$ 6,240.00	24	$ 6,240.00	72	$ 18,720.00	8	$ 2,080.00	0	$
152.88	hr	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	4	$
169.52	hr	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	4	$
260.00	hr	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -		
												16	$
214.50	hr	0	$ -	0	$ -	32	$ 6,864.00	0	$ -	16	$ 3,432.00	20	$
192.50	hr	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	20	$
137.50	hr	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	16	$
110.00	hr	0	$ -	0	$ -	74	$ 8,140.00	0	$ -	0	$ -		$ 3
			$ 16,839.68		$ 15,606.24		$ 47,264.80		$ 36,653.76		$ 9,384.96		
		- Assumes 1 meeting per month (8 hours each including travel time) attended by Senior Project Engineer or Senior Staff Engineer.		- Assumes 2 meetings per month attended by Senior Staff Engineer (1.5 hrs), Senior Project Engineer (3 hours), Associate (1.5 hours) and Principal (1.5 hours); plus support/prep. - Assumes quarterly developer calls attended by Senior Project Engineer, Asscoiate, and Principal (1.5 hours per call).		- The hour estimate for review and comment on technical documents is based on the attached "Projected Navy Documents and Review Effort" table. An addition 20% above those hours for review and comment have been added to account for document tracking, review scheduling, and archiving, as needed.		- Assumes 3 hours per month Senior Project Engineer and Principal to provide technical support and environmental expertise to TIDA throughout the property transfer process with the Navy. - Assumes 3 hours per month Senior Project Engineer and Principal to review transfer documents, FOST and supporting environmental documents, including any associated legal and regulatory documents necessary to complete property transfer - Assumes Senior Staff Engineer support (3 hours per month)		- Assumes 1 meeting per quarter (4 hours each) by Senior Project Engineer and Principal (attends 2 of 4 meetings). - Assumes 1.5 hours per quarter support and assistance with preparation of presentation from Senior Staff Engineer.		- Assumes Senior Project Engi hours per month, with Senior Engineer support (2 hours pe and Principal (1 hour per mor review. - Assumes 4 hours of review f for Risk Assessor and/or Seni Consultant

$ 107.08	hr	0	$ -	0	$ -	12	$ 1,284.94	12	$ 1,284.94	4	$ 428.31	4	$
$ 129.79	hr	48	$ 6,230.02	18	$ 2,336.26	60	$ 7,787.52	36	$ 4,672.51	6	$ 778.75	24	$
$ 176.30	hr	64	$ 11,283.25	42	$ 7,404.63	24	$ 4,231.22	72	$ 12,693.66	16	$ 2,820.81	72	$ 1
$ 202.26	hr	0	$ -	0	$ -	12	$ 2,427.11	0	$ -	0	$ -	0	$
$ 270.40	hr	0	$ -	24	$ 6,489.60	12	$ 3,244.80	72	$ 19,468.80	8	$ 2,163.20	12	$
$ 159.00	hr	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$
$ 176.30	hr	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	4	$
$ 270.40	hr	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	4	$
$ 223.08	hr	0	$ -	0	$ -	20	$ 4,461.60	0	$ -	16	$ 3,569.28	16	$
$ 200.20	hr	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	20	$
$ 143.00	hr	0	$ -	0	$ -	48	$ 6,864.00	0	$ -	0	$ -	20	$
$ 114.40	hr	0	$ -	0	$ -	62	$ 7,092.80	0	$ -	0	$ -	16	$
			$ 17,513.27		**$ 16,230.49**		**$ 37,393.99**		**$ 38,119.91**		**$ 9,760.36**		**$ 3**
		- Assumes no change from 2013		- Assumes no change from 2013		- The hour estimate for review and comment on technical documents is based on the attached "Projected Navy Documents and Review Effort" table. An addition 20% above those hours for review and comment have been added to account for document tracking, review scheduling, and archiving, as needed.		- Assumes no change from 2013		- Assumes no change from 2013		- Assumes no change from 20	

111.36	hr	0	$ -	0	$ -	12	$ [illegible]	6	$ 668.17	2	$ 222.72	12	[illegible]
134.98	hr	48	$ 6,479.22	9	$ 1,214.85	24	$ 3,239.61	18	$ 2,429.71	3	$ 404.95	36	$
183.35	hr	64	$ 11,734.58	21	$ 3,850.41	12	$ 2,200.23	36	$ 6,600.70	8	$ 1,466.82	0	$
210.35	hr	0	$ -	0	$ -	6	$ 1,262.10	0	$ -	0	$ -	6	$
281.22	hr	0	$ -	12	$ 3,374.59	6	$ 1,687.30	36	$ 10,123.78	4	$ 1,124.86	0	$
165.36	hr	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	4	$
183.35	hr	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	4	$
281.22	hr	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -		
232.00	hr	0	$ -	0	$ -	8	$ 1,856.03	0	$ -	8	$ 1,856.03	8	$
208.21	hr	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	10	$
148.72	hr	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	10	$
118.98	hr	0	$ -	0	$ -	22	$ 2,617.47	0	$ -	0	$ -	8	$
			$ 18,213.80		$ 8,439.85		$ 14,199.07		$ 19,822.35		$ 5,075.39		$ 1
		- Assumes no change from 2013		- The Navy's 2012 Site Management Plan, there appears to be a significant decrease in environmental activity in 2015-2016. Based on this, we assumes 50% decrease in this task as compared to 2013-2014 and 2014-2015.		- The hour estimate for review and comment on technical documents is based on the attached "Projected Navy Documents and Review Effort" table. An addition 20% above those hours for review and comment have been added to account for document tracking, review scheduling, and archiving, as needed.		- The Navy's 2012 Site Management Plan, there appears to be a significant decrease in environmental activity in 2015-2016. Based on this, we assumes 50% decrease in this task as compared to 2013-2014 and 2014-2015.		- The Navy's 2012 Site Management Plan, there appears to be a significant decrease in environmental activity in 2015-2016. Based on this, we assumes 50% decrease in this task as compared to 2013-2014 and 2014-2015.		- The Navy's 2012 Site Manag Plan, there appears to be a si decrease in environmental ac 2015-2016. Based on this, we 50% decrease in this task as c to 2013-2014 and 2014-2015	

	3/23/2013	8	0	0
ırvey Work Plan (Non-SWDA; includes Building 3, 3 drain lines)	3/25/2013	0	8	0
coping Survey Work Plan	3/25/2013	0	8	0
	3/30/2013	4	0	0
er Monitoring Report Work Plan	4/21/2013	8	0	0
(RCA Characterization/Final Status Survey Work	4/27/2013	0	8	0
lan	5/8/2013	8	0	0
ıdiological Scoping Survey Report /FSS	6/10/2013	0	8	0
er Monitoring Work Plan	6/11/2013	8	0	
ıction Plan (RAP)	6/14/2013	8	4	0
rea (SWDA A&B Phase III Work Plan)	6/29/2013	8	0	0
t Phase II Draft Work Plan	6/29/2013	8	0	0
nded Treatability Study Report	7/12/2013	8	0	0
roundwater Monitoring Report	7/18/2013	8	0	0
ırea Radiological Characterization Survey Work Plan	7/28/2013	0	8	0
	8/3/2013	8	0	0
	8/6/2013	8	2	0
	8/11/2013	8	0	0
reening-Level Ecological Risk Assessment (SLERA)	8/19/2013	8	0	0
ıl Investigation Work Plan	8/20/2013	8	0	0
ıuarter Groundwater Monitoring Report	8/31/2013	8	0	0
ıter Monitoring Work Plan	9/7/2013	8	0	
	9/8/2013	8	0	0
ırvey Work Plan	10/6/2013	0	8	0
	10/13/2013	4	0	0
	10/26/2013	8	2	0
SR/FSS Report	11/19/2013	0	8	0
Quarter Groundwater Monitoring Report	12/6/2013	8	0	0
	1/8/2014	8	2	0
l Area (RCA Final Status Survey Report)	2/20/2014	0	8	0
Total Hours, March 2013 to March 2014		168	74	0
Percentage Total Hours, March 2013 to March 2014		61%	27%	0%

	3/4/2014	0	0	24
batement Work Plan	3/10/2014	8	0	0
nvestigation Report	3/19/2014	0	8	0
ping Survey Report (Non-SWDA; includes Building 3 drain lines)	3/23/2014	8	0	0
	3/19/2014	0	8	0
Survey Report/ FSS	3/29/2014	4	0	0
	4/19/2014	8	0	0
	4/20/2014	8	0	0
aft YF3 Cap Addendum	5/4/2014	8	0	0
roundwater Monitoring Report	5/7/2014	0	8	0
rea Radiological Characterization Survey	5/24/2014	0	8	0
CR / FSS	5/24/2014	0	8	0
it Phase II Draft RACR / FSS	5/28/2014	0	8	0
ort Bigelow Court	7/19/2014	8	2	0
	7/30/2014	8	0	0
ndum	8/3/2014	8	2	0
	8/16/2014	8	0	0
	10/12/2014	4	0	0
	11/1/2014	0	8	0
urvey Report/FSS Report	11/22/2014	0	0	24
l Abatement Summary Report	12/1/2014	8	2	0
	12/4/2014	8	0	0
Total Hours, March 2014 to March 2015		96	62	48
Percentage Total Hours, March 2014 to March 2015		42%	27%	21%

raft YF3 Post-construction Summary Report	3/8/2015	8	0	0
; Survey Work Plan / Survey / FSS (includes Lot 69	3/12/2015	0	16	0
	3/28/2015	4	0	0
:truction Summary Report	4/18/2015	8	0	0
	5/28/2015	8	2	0
	8/24/2015	8	2	0
Cs incl. radium-226)	4/23/2016	8	2	0
Total Hours, March 2015 to March 2016		44	22	0
Percentage Total Hours, March 2015 to March 2016		59%	30%	0%
Total Hours		**308**	158	48
Percent Total Hours		**54%**	**28%**	**8%**

SECTION 7: Recommendations and References

Attached are letters of recommendation from the following individuals:

- Michael Cohen, Strada Investment Group
- Carol Bach, Port of San Francisco
- James Ostrom, Forest City

As an additional reference, Hector Vargas of Texas Instruments may be contacted at:

Texas Instruments
2900 Semiconductor Drive, Mail Stop 19-105
Santa Clara, California 95051
214.567.4883
h-vargas2@ti.com

March 15, 2013

Ms. Kate Austin
Treasure Island Development Authority
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103

Subject: Letter of Reference for Environmental Technical Services for the Hunters Point Shipyard

Dear Ms. Austin,

During my tenure, first as Manager of the Base Reuse and Real Estate Development team in 2004 and then as the Director of the City of San Francisco Office of Economic and Workforce Development from 2008 to 2010, I worked with Treadwell & Rollo on the Hunters Point Shipyard project. As the City's primary negotiator on the Hunters Point Shipyard redevelopment effort, I and the City's project team relied on T&R for providing key environmental advice and deliverables that have assisted continuing to move the project forward. Over their 12-year tenure on the project, T&R's initial probabilistic cost estimate for the project has evolved and additional budget estimation efforts and cleanup status assessments have been provided and used as a basis for many aspects of negotiations with the Navy regarding the conveyance agreement, potential early transfer of shipyard parcels, and to House Minority leader Nancy Pelosi and US Senator Barbara Boxer for negotiating adequate Department of Defense funding for the Navy to continue cleanup work on the project. T&R has worked with the developer and their consultants on joint matters, has evaluated developer submittals and assisted the City in negotiating with the developer. They have prepared white papers summarizing environmental conditions as well as opinion papers on parcel transfer, and have assisted with presentations to the community, Redevelopment Agency Commission and Board of Supervisors.

For each portion of the project, from technical review of Navy documents to supporting community education on environmental and geotechnical issues, to responding to challenging stakeholders, T&R has worked well with a variety of personalities and always remained professional in their demeanor and communications.

Please feel free to contact me at 415.272.4387 if you have additional questions regarding this reference.

Sincerely,

Michael Cohen
Principal
Strada Investment Group
mcohen@stradasf.com

PORT OF SAN FRANCISCO

March 15, 2013

Ms. Kate Austin
Treasure Island Development Authority
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103

Subject: **Letter of Reference for Environmental Engineering Consulting and Oversight, Navy Remediation for the Treasure Island/Yerba Buena Island Development Project**

Dear Ms. Austin,

Treadwell & Rollo, A Langan Company (T&R) has provided environmental consulting services to the Port of San Francisco since 2002. T&R's scope of services for the Port have included completing various task orders under an as-needed services contract with the San Francisco Department of Public Works in 2002 and under an as-needed services contract with the Port from 2006 to 2009.

In 2009, the Port awarded T&R the Pier 70 Environmental Investigation services contract for the onshore portion of the 65-acre redevelopment site which was formerly a shipyard during the first and second World Wars. This work is being conducted under Regional Water Quality Control Board and San Francisco Department of Public Health oversight. The services have included preparing a site investigation work plan, conducting a two-phase site investigation, and preparing a report. T&R subsequently prepared a Remedial Action Plan and a Risk Management Plan. For each portion of this project they have assisted the Port in preparing a Fact Sheet and presenting the project documents at public meetings for discussion and comment. T&R is also prepared a debris removal work plan for the shoreline and is providing sediment characterization, risk assessment, and feasibility study preparation services for the offshore area at Crane Cove Park in Pier 70. In 2010, they also performed a probabilistic cost estimate to provide a reasonable range of costs for remediating known, suspected, and potentially undetermined impacts to subsurface media at Pier 70 for use in informing potential developers and updating the Port's budget estimates for the project as new data becomes available.

For these services, T&R has performed within scope budget and schedule. They have provided deliverables and invoices on time. If you have any questions about the Port's role in this effort, please feel free to contact me at (415)274-0568 or carol.bach@sfport.com.

Best regards,

Carol Bach
Environmental and Regulatory Affairs Manager
Port Planning & Development

FORESTCITY

Forest City Development West
875 Howard Street, Suite 330
San Francisco, CA 94103
(415) 836-5980 phone
(415) 836-5988 fax

www.forestcity.net

March 12, 2013

Ms. Kate Austin
Treasure Island Development Authority
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103

Subject: Letter of Reference for Environmental Technical Services for the Hunters Point Shipyard

Dear Ms. Austin,

Treadwell & Rollo, A Langan Company (T&R) has provided environmental consulting services to Forest City on the Presidio Landmark redevelopment project located in the Presidio of San Francisco. The site was formerly an historic Public Health Services District (PHSD), comprised of a main historic (Building 1801), seven residential buildings and 10 buildings used as dormitories, offices, and recreational buildings. The main hospital building, constructed in 1932, is on the National Historic Register, and special care was taken to preserve this historically significant building. This site is located adjacent to Battery Caulfield and a former Army landfill.

T&R's scope of services for working for Forest City began in 2004. T&R provided an environmental site assessment which included a survey of the lead paint and asbestos materials. The major environmental issues identified through historical research and several rounds of soil sampling, were soil impacted with metals from lead paint, metals from historic Army fill, and pesticide from applications when the hospital was part of the Presidio Army Base. T&R worked with Forest City's legal counsel and the DTSC to complete site characterization and identify appropriate standards, cleanup procedures, and confirmation protocols. T&R prepared and implemented a Soil Management Plan to remove, characterize and dispose impacted soil and unknown conditions that could be encountered during redevelopment at the historic site. They evaluated the quality of imported fill, oversaw the removal of lead and pesticide impacted soil during construction, prepared a Construction Completion Report, and received confirmation from the DTSC that the site had been cleaned up to unrestricted residential use criteria and that no further action was required. T&R's environmental services team was directed by Dorinda Shipman.

T&R also provided preliminary and design level geotechnical investigation for the reuse of the hospital building (Presidio Landmark) and for the new development (Belles Street Townhomes). They provided geotechnical services during construction, and provided geotechnical consultation and field services for extensive roadway improvements at the PHSD for Presidio Trust.

T&R worked well with the various stakeholders on this project and performed these services within scope budget and schedule. Please feel free to contact me at 415.836.5980 if you have additional questions regarding this reference.

Sincerely,

James Ostrom

James Ostrom
Senior Vice President
Construction Services
JamesOstrom@ForestCity.net

SECTION 8: Agency Forms

Please find requested Agency Forms attached including the following:

- Request for Taxpayer Identification Number and Certification
- Business Tax Declaration
- S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits (not applicable - already compliant)
- T&R HRC LBE Certification Application (not applicable)

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Langan Engineering and Environmental Services, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
619 River Drive Center 1

Requester's name and address (optional)

City, state, and ZIP code
Elmwood Park NJ 07407

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
2 2 – 3 1 6 7 3 8 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Samuel Kaplan Date ▶ January 3, 2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

POST CLEARLY VISIBLE AT THIS BUSINESS LOCATION

BUSINESS REGISTRATION CERTIFICATE

ISSUE DATE	EXPIRATION DATE
07-20-2012	06-30-2013

CERTIFICATE	LOC	CLASS	CLASSIFICATION DESCRIPTION
453869	001	15	ARCHITECTS AND ENGINEERS

BUSINESS NAME (DBA)	BUSINESS LOCATION
LANGAN ENGINR &ENVIRO SERV INC	555 MONTGOMERY ST #300

OWNERSHIP	TAXPAYER SIGNATURE
LANGAN ENGINR &ENVIRO SERV INC	
PAUL URSICH	
619 RIVER DRIVE CENTER 1	
ELMWOOD PARK NJ 07407	JOSE CISNEROS TREASURER

CITY AND COUNTY OF SAN FRANCISCO - OFFICE OF THE TREASURER & TAX COLLECTOR

FY 2012-13

READ REVERSE SIDE. NOTIFY THE TAX COLLECTOR IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - P.O. BOX 7425, SAN FRANCISCO, 94120 - 7425

POST CLEARLY VISIBLE AT THIS BUSINESS LOCATION

BUSINESS REGISTRATION CERTIFICATE

ISSUE DATE	EXPIRATION DATE
07-20-2012	06-30-2013

CERTIFICATE	LOC	CLASS	CLASSIFICATION DESCRIPTION
453869	001	15	ARCHITECTS AND ENGINEERS

BUSINESS NAME (DBA)	BUSINESS LOCATION
TREADWELL & ROLLO A LAGEN CO	555 MONTGOMERY ST #300

OWNERSHIP	TAXPAYER SIGNATURE
LANGAN ENGINR &ENVIRO SERV INC	
PAUL URSICH	
619 RIVER DRIVE CENTER 1	
ELMWOOD PARK NJ 07407	JOSE CISNEROS TREASURER

CITY AND COUNTY OF SAN FRANCISCO - OFFICE OF THE TREASURER & TAX COLLECTOR

FY 2012-13

READ REVERSE SIDE. NOTIFY THE TAX COLLECTOR IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - P.O. BOX 7425, SAN FRANCISCO, 94120 - 7425

APPENDIX A: LBE Forms and Credentials

Please find LBE forms and Credentials for Acumen Industrial Hygiene, Inc., Daniller Consulting, and Divis Consulting.

DIRECTORY OF LBE, LBE-PUC AND NPE CERTIFIED FIRMS

VENDOR INFORMATION	
VENDOR'S NAME:	ACUMEN INDUSTRIAL HYGIENE INC
BUSINESS ADDRESS:	1255 - 15th Avenue San Francisco, CA 94122
MAILING ADDRESS:	1032 Irving Street, #922 San Francisco, CA 94122
PHONE:	415 242-6060
FAX:	415 242-6006
E-MAIL:	info@acumen-ih.com
CONTACT:	Mr. Paul Spillane
CERTIFICATION TYPE:	LBE certified firm
CERTIFICATION NUMBER:	HRC091513208
EXPIRATION DATE:	9/30/2015
CITY VENDOR NUMBER:	26716
OWNERSHIP TYPE:	Non-minority and non-woman owned (OBE) firm
12B / EQUAL BENEFITS COMPLIANT?:	No
CERTIFIED FOR	
HEALTH & SAFETY TESTING SERVICES (OSHA) - (MICRO) 10% Bid Discount	
UPDATED 3/8/2013	

START OVER

City and County of San Francisco ©2000-2009

City and County of San Francisco

Edwin M. Lee
Mayor

Human Rights Commission

Contract Compliance
Dispute Resolution/Fair Housing
Small, Micro Business Enterprise Certification
Lesbian Gay Bisexual Transgender & HIV Discrimination

Theresa Sparks
Executive Director

Wednesday, July 20, 2011

Ms. Gia Daniller
DANILLER CONSULTING INC
114 Divisadero Street
San Francisco, CA 94117

Dear Ms. Daniller:

Pursuant to the Ordinance, Chapter 14B of the San Francisco Administrative Code, your firm has been recertified as a Woman-Owned San Francisco Local Business Enterprise which is valid for three (3) years. Your certification number is: HRC071415338.

This certification now allows your firm to be eligible to receive 10 percent discount/percent added in all bids/proposals with the City and County of San Francisco when bidding/proposing as a provider of: LOBBYISTS & RELATED LEGISLATIVE SERVICES, PUBLIC RELATIONS SERVICES, COMMUNITY RELATIONS/PUBLIC AFFAIRS.

Your company is also classified as a Micro Local Business Enterprise, which enables you to bid on Set Aside Program contracts from the City and County of San Francisco when bidding/proposing as a provider of: LOBBYISTS & RELATED LEGISLATIVE SERVICES, PUBLIC RELATIONS SERVICES, COMMUNITY RELATIONS/PUBLIC AFFAIRS.

To verify your business status as a bona-fide Woman-Owned San Francisco Local Business Enterprise, please indicate your certification number and show this letter upon request.

The Human Rights Commission reserves the right to withdraw this certification at any time. HRC also reserves the right to request additional information and/or conduct on-site visits for purposes of verification.

For re-certification, contact the Human Rights Commission, 25 Van Ness Avenue, Suite 800, San Francisco, CA 94102, Attention: CERTIFICATION UNIT.

Please notify this office at least sixty (60) days prior to the expiration date: 7/31/2014. Failure to do so, may result in removal of you company's name from the approved list of San Francisco Local Business Enterprises.

If there are any changes in your firm's status during this certification period, you are required to notify this office immediately.

Thank you for your interest in the HRC's LBE Program. You can access the Vendor Directory at our Internet address: www.sf-hrc.org.

Sincerely,

Theresa Sparks
Executive Director

25 Van Ness Avenue
Suite 800
San Francisco
CA, 94102-6033

TEL (415) 252-2500
FAX (415) 431-5764
TDD (415) 252-2550
www.sf-hrc.org

City and County of San Francisco

Edwin M. Lee
Mayor

Human Rights Commission

Contract Compliance
Dispute Resolution/Fair Housing
Small, Micro Business Enterprise Certification
Lesbian Gay Bisexual Transgender & HIV Discrimination

Theresa Sparks
Executive Director

Tuesday, December 13, 2011

Mr. Christian Divis
DIVIS CONSULTING INC
P.O. Box 29168
San Francisco, CA 94121

Dear Mr. Divis:

Pursuant to the Ordinance, Chapter 14B of the San Francisco Administrative Code, your firm has been certified as a San Francisco Local Business Enterprise which is valid for three (3) years. Your certification number is: HRC121415439.

This certification now allows your firm to be eligible to receive 10 percent discount/percent added in all bids/proposals with the City and County of San Francisco when bidding/proposing as a provider of: GEOTECHNICAL ENGINEERING, CIVIL ENGINEERING.

Your company is also classified as a Micro Local Business Enterprise, which enables you to bid on Set Aside Program contracts from the City and County of San Francisco when bidding/proposing as a provider of: GEOTECHNICAL ENGINEERING, CIVIL ENGINEERING.

To verify your business status as a bona-fide San Francisco Local Business Enterprise, please indicate your certification number and show this letter upon request.

The Human Rights Commission reserves the right to withdraw this certification at any time. HRC also reserves the right to request additional information and/or conduct on-site visits for purposes of verification.

For re-certification, contact the Human Rights Commission, 25 Van Ness Avenue, Suite 800, San Francisco, CA 94102, Attention: CERTIFICATION UNIT.

Please notify this office at least sixty (60) days prior to the expiration date: 12/31/2014. Failure to do so, may result in removal of you company's name from the approved list of San Francisco Local Business Enterprises.

This letter was re-issued BECAUSE OF AN ADDITIONAL CATEGORY. The certification expiration date remains the same: 12/31/2014.

If there are any changes in your firm's status during this certification period, you are required to notify this office immediately.

Thank you for your interest in the HRC's LBE Program. You can access the Vendor Directory at our Internet address: www.sf-hrc.org.

Sincerely,

Theresa Sparks
Executive Director

25 Van Ness Avenue
Suite 800
San Francisco
CA. 94102-6033

TEL (415) 252-2500
FAX (415) 431-5764
TDD (415) 252-2550
www.sf-hrc.org

ASP-LLC

Applied Science Professionals LLC

Who we are....

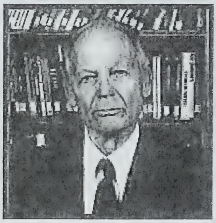
A veteran owned small business composed of a network of highly trained and experienced professionals established in their field who can provide clients with timely, focused, high quality, temporary services required to resolve demanding, technical, scientific and regulatory requirements.

Our Experience

Applied Science Professionals (ASP) offers a broad and diverse spectrum of capabilities, resources, credentials, professional licenses and experience.

ASP professionals provide high quality, specialized, and focused services that respond to client's particular needs.

Examples of recent professional services include:



- Risk Assessment for Nuclear Facilities from Aircraft
- Radioactive Site Characterization & Remediation
- Radioactive Waste Management & Disposal
- Final Status Surveys of Radioactive Sites
- MARSSIM & Radiological Training
- Health Physics Support & Assessments
- Audits of LLWR Sites & QA Programs
- EPA-Risk Management Program Rule
- Isotope Separation Studies
- Documentation of Technical Procedures
- NRC & State Radioactive Material Licensing
- Technical Procedure Development & Documentation
- ASME NQA-1 Quality Assurance Program Development

Gary Sandquist (PDF)
Kris Kimura (PDF)
Carl Sandquist (PDF)

Basic Capabilities

- Chemical Engineering
- Civil Engineering
- Chemistry & Physics
- Electrical Engineering
- Environmental Engineering
- Structural Engineering
- Geology & Geophysics
- Health Physics
- Industrial Engineering
- Industrial Safety & Hygiene
- Material Science & Engineering
- Mathematics & Statistics
- Nuclear Science & Engineering
- Radiological Sciences
- Business Administration/Management
- Computer Code Development

Specialized Services

- US EPA Risk Management Plans
- Safety and Risk Assessments
- PRA Analysis
- Environmental Assessments
- Environmental Impact Statements
- Regulatory Assistance & Liscensing
- Radioactive & Hazardous Waste Management
- Site Characterization & Remediation
- Decontamination & Decommissioning
- Technical Training and Support
- ASME / ANSI / ISO Standards
- MARSSIM Implementation
- Final Status Surveys
- NRC & State Nuclear Licensing

Licenses & Certificates

- Registered Professional Engineer (PE)
  (Civil, Nuclear, Mechanical, Structural)
- Certified Health Physicist (CHP)
- Radiation Protection Technologist
- US NRC Licensed Senior Reactor Operator
- Certified Safety Professional (CSP)
- Certified Quality Auditor (CQA)
- Environmental Specialist
- OSHA Health & Safety Training
- Diplomate
  American Academy Enviromental Engineers
- Radiation Safety Officer
- ASME Lead QA Auditor

Contact Information

Applied Science Professionals, LLC
PO Box 9052, Salt Lake City, UT
84109-0052

Telephone: (801) 209-2691
Fax: (801) 904-4100
E-mail: gms@asp-llc.com
web: www.asp-llc.com

APPENDIX B: Requested Changes to Contract Language

T&R requests that the following changes be made to the "Form of Professional Services" included in the RFP dated February 21, 2013. We would appreciate the opportunity to discuss the rationale for these requested changes with the Agency.

Section 15(a)(4), Insurance, Page B-7:

> "Professional liability insurance, applicable to Contractor's profession, with limits not less than $1,000,000 each claim (and annual aggregate) with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement."

Section 15(b)(1), Insurance, Page B-7:

> "Name as Additional Insured the Treasure Island Development Authority, the City and County of San Francisco, and their respective Officers, ~~Agents,~~ and Employees.

Section 15(d), Insurance, Page B-7:

> "All policies shall provide thirty (30) days' advance written notice to the Authority of reduction (by endorsement) or nonrenewal of coverages or cancellation of coverages for any reason."

Section 15(f), Insurance, Page B-7:

> "Should any of the required insurance be provided under a form of coverage that includes a ~~general~~ annual aggregate limit or provides that claims investigation or legal defense costs be included in such ~~general~~ aggregate limits, such ~~general~~ aggregate limit shall be double the occurrence or claims limits specified above."

Section 15(j), Insurance, Page B-7:

> "If a subcontractor will be used to complete any portion of this Agreement, Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the Authority and the City and County of San Francisco, and their respective officers, ~~agents,~~ and employees, and the Contractor as additional insureds (on Commercial General Liability and Commercial Automobile Liability policies)"

Section 16(a), Indemnification, General Indemnity, Page B-8:

> "To the fullest extent permitted by law, Contractor shall ~~assume the defense of,~~ indemnify and save harmless (but not defend) the Authority, its boards, commissions, officers, and employees (collectively "Indemnitees"), from any ~~claim,~~ loss, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants) and liabilities of every kind, nature and description (including, ~~without~~

~~limitation, incidental, and consequential damages,~~ court costs, (reasonable) attorney's fees and costs of investigation), ~~that arise directly or indirectly, in whole or in part,~~ (to the extent arising) from (1) the services under this Agreement, or any part of such services, and (2) any negligent, (or) reckless, ~~or willful~~ act or omission (or willful misconduct) of the Contractor and subconsultant to the Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"), subject to the provisions set forth herein."

Section 17, Page B-9:

"(In no event shall) Contractor ~~shall~~ be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. (Except as set forth herein), nothing in this Agreement shall constitute a waiver or limitation of any rights that the Authority may have under applicable law."

Section 18, Page B-9:

"THE AUTHORITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL ~~THE AUTHORITY~~ (EITHER PARTY) BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT."

Section 39, Compliance with Americans with Disabilities Act, Page B-18

"Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor (shall exercise reasonable care to) provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement."

Section 53, Compliance with Laws

"Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and the Authority and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times (exercise reasonable care to) comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time."

Exhibit C

OFFICE OF THE CITY ADMINISTRATOR
CONTRACT MONITORING DIVISION

Edwin M. Lee, Mayor
Naomi M. Kelly, City Administrator

Maria Cordero, Director

MEMORANDUM

Date: April 23, 2013

To: Michael Tymoff
Contract Manager

From: Linda Chin
Contract Monitoring Division

Re: Treasure Island Development Authority Request for Proposals
Environmental Engineering Consultant and Oversight of Navy Remediation

---

The Contract Monitoring Division (CMD) has completed its review of the panel evaluation score sheets for the above referenced project. The total score of each prime consultant is as follows:

- Treadwell & Rollo – 524
- URS – 508
- ERS – 448
- BioMaAS – 384 – eligible for the 10% rating bonus. Revised score – 422.40

Please contact me if I can be of further assistance. I can be reached at (650) 821-7796.

30 Van Ness Avenue, Suite 200, San Francisco, CA 94102
Telephone (415) 581-2310; Fax (415) 581-2351

Resolution Authorizing the Treasure Island Development Project Director ("Project Director") to Enter into Negotiations for a Professional Services Contract between the Treasure Island Development Authority ("Authority") and Treadwell & Rollo, A Langan Company ("Treadwell & Rollo") for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (1) authorized the City's Board of Supervisors to designate the Authority as a redevelopment agency under California redevelopment law with authority over the Base, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, The Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect Authority's status as the Local Reuse Authority for Treasure Island or the tidelands trust trustee for the portions of Treasure Island subject to the tidelands trust, or any of the other powers or authority; and,

WHEREAS, On February 21, 2013, the Authority staff issued a Request for Proposals ("RFP") for qualified consultants or consulting teams to provide environmental engineering consulting and oversight of the U.S. Department of the Navy ("Navy") remediation efforts on former Naval Station Treasure Island ("NSTI") and to provide certain other services in support of the Authority's Treasure Island/Yerba Buena Island Development Project; and,

WHEREAS, On April 17, 2013, an evaluation panel, comprised of representatives from the San Francisco Department of Public Health, the San Francisco Public Utilities Commission, and the Office of Community Investment and Infrastructure, conducted interviews of the four (4) consultants that submitted a proposal, and completed the evaluation and scoring of each consultant's written proposal and oral interview; and,

WHEREAS, The evaluation panel scored Treadwell & Rollo's written proposal and oral interview the highest of the four (4) consultants based on the RFP's selection criteria; now therefore be it

RESOLVED, That the Authority hereby authorizes the Project Director to enter into negotiations for a Professional Services Contract between the Authority and Treadwell & Rollo for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on May 8, 2013.

_____

Larry Del Carlo, Secretary

DRAFT Minutes of Meeting- **Item 7 (a)**
Treasure Island Development Authority
May 8, 2013
Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

Mirian Saez, Director of Island Operations
Asja Steeves, Commission Secretary

1. Call to Order 1:44 PM

Present
Linda Richardson, *President*
Claudine Cheng
Larry Del Carlo
Mark Dunlop

Excused
Supervisor Jane Kim, *Ex-Officio*
Mark Dunlop
John Elberling
Larry Mazzola, Jr., *CFO*
Jean-Paul Samaha

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2. General Public Comment
Irma, 13 year Island Resident, spoke of concern relating to the MUNI 108 line and the drivers assigned to this route. Requested the creation of a complaint line designated for Treasure Island residents who ride MUNI.

3a. Directors Report
Ms. Saez, Director of Island Operations, gave information of an early morning fire on Sturgeon Street which affected two units managed by the John Stewart Company. The initial SFFD report listed the cause as intentional, originating from within one of the units. The resident who lived inside of the unit where the fire originated has been arrested by SFPD. JSCO relocated the displaced residents to vacant on-Island units. Ms. Saez discussed April crime statistics noting three burglaries. Captain Redmond and his staff meet monthly with Island residents through Community Watch and share info with Housing Providers and ensure that Ms. Saez is informed on all island incidences. No Power Outages took place during the month of April. Fiscal year 2013-14 budget discussed. The budget will be in front of the board next month for approval. Quality of life discussed. Six 311 calls were made in April relating to illegal dumping and street lights on TI. Ms. Saez encouraged residents to continue to utilize 311 as a resource. Ongoing Bus shelter repairs discussed. Ms. Saez reminded the Board that all Law Enforcement trainings are permitted through the TIDA Project office and Residential Advisories are distributed to notify the affected areas. One new sublease was signed, resulting in $16,800 additional annual revenue. Special events: TI Flea Market on Great

Lawn; Treasure Island Museum Association (TIMA) lecture series May 11th; on-Island NERT training sponsored by TIDA starting May 14th; and TI Health Fair May 18th.
In response to an inquiry from Director Richardson regarding on-Island criminal activity, Ms. Saez stated that while the SFPD manages the criminal activity, the housing providers can take action as allowable by their residential lease.
In response to an inquiry from Director Cheng, Ms. Saez noted that a PPS incident report was provided to the Board in the past, but the official monthly report relating to incidents comes from SFPD Southern Station.
Director Cheng requested that staff provide an update at the next meeting relating to the MUNI complaint made under general public comment.
Director Dunlop asked for a MUNI representative to present to the Board at a future meeting.
Public comment:
Irma, Island resident, stated her concern relating to the on-Island residential fires.
Sherry Williams, TIHDI, stated that the housing providers are currently reviewing residential house rules and the subsequent consequences of violations of those house rules.

3b. Report by Treasure Island Development Project Director
Michael Tymoff, TI Project Director, gave information relating to a newspaper article written by Matt Smith regarding soil samples from the Island. Mr. Tymoff directed the Board to responses and statements from the Navy, CA Public Health and CA Department of Toxic Substance Control. Mr. Tymoff read into the record his direct response to Matt Smith: "At this time, the City has no basis to comment on the validity or accuracy of the tests, methodology or protocols used in the sampling or testing. We are not aware of the specifics of the work plans and whether, or by whom, the work plans were reviewed and/or approved in advance; therefore, we have no way of knowing whether standard protocols and quality controls that are well established by the California Department of Public Health were followed. We will continue to work with the Navy, and the regulatory agencies overseeing the Navy's cleanup, including the California Department of Public Health, to take all necessary actions to protect Treasure Island residents and the health and safety of the public and environment, and to ensure that appropriate actions are promptly taken in the event that contamination is discovered at Treasure Island".
Mr. Tymoff continued to discuss recent surveys in all publically accessible areas in site 12. Discussed summary of community planning process for interim voluntary early move and unit selection process for YBI residents.
With respect to Budget discussions, together with Mayors Budget office, TIDA staff has requested analysis and capital plan expenditure for the next few years from the SFPUC to address the necessary improvements for the utility infrastructure. Staff expects to have that analysis and will present as a comprehensive funding package and operating agreement for the interim period with the SFPUC. Discussed TA for YBI Ramps and stated that staff will bring agreements before the Board at a future meeting. Any delays associated with the new span of the bridge should not impact the YBI Ramps Project.
In response to inquiry from Director Richardson regarding soil testing done by reporter, Mr. Tymoff reminded the Board that the Navy still owns Treasure Island except for the Coast Guard and Job Corps areas. While TIDA acts as a caretaker, the jurisdiction is with the Navy and any environmental programs are done by the Navy with oversight by

appropriate state regulatory authorities. Any investigative work needs to be in compliance with the environmental program and approval is required.
In response to an inquiry from Director Richardson relating to the voluntary early interim moves, Mr. Tymoff stated that a letter will be issued to inform YBI residents that they can choose from TI units as they become available due to natural attrition and turn over in advance of the general public and they can do so with rent protection. Household's designation will be subject to seniority.
In response to an inquiry from Director Cheng relating to the soil testing by the reporter, Mr. Tymoff clarified that staff and the Navy had no formal knowledge about the soil testing as the reporter did not follow permitting process, subsequently staff has no way of knowing where and how the sampling was done. Regulatory agencies review Navy environmental investigations. Information is posted on TIDA's website and links to Navy's regulatory documents. There is a hotline for citizens to contact the Dept. of Toxic Substance Control if they have questions.
In response to an inquiry from Director Del Carlo, Mr. Tymoff stated that staff has been advised by its own radiological and environmental consultants as well as CDPH and further investigation is being done. Relating to financing of future development, Mr. Tymoff stated that TICD is in talks with local investors. Construction will start in next 12-18 months. Still need to have site control, determine funding and resolve EIR appeal.
In response to an inquiry from Director Dunlop, Mr. Tymoff stated there are no challenges or delays relating to the Federal Budget Sequestration.
Director Richardson requested the staff help point the public to the reports that specify the role of the regulatory agencies on the TIDA website, or alternatively add a preamble to any written reports clarifying that the regulatory agencies are working independently to check the Navy's testing data.
No public comment.

3c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (CAB)
There was no report from the Citizen's Advisory Board.
There was no public comment.

4. Communications
There was no discussion on Communications by Directors.
There was no public comment.

5. Ongoing Business by Board of Directors
There was no discussion relating to ongoing business.
There was no public comment.

6. Consent Agenda

a. April 10, 2013 Special Meeting minutes

b. Fifth Amendment to the Treasure Island Fire Fighting Training Center Master Lease between the Authority and the United States Navy

c. Twenty Ninth Amendment to the Treasure Island South Waterfront Master Lease between the Authority and the United States Navy

d. Seventeenth Amendment to the Treasure Island Marina Master Lease between the Authority and the United States Navy

e. Thirty Eighth Amendment to the Treasure Island Land and Structures Master Lease between the Authority and the Navy to Extend the Term and to Add Additional Land to the Leased Premises

f. Twenty Fifth Amendment to the Treasure Island Event Venues Master Lease between the Authority and the United States Navy to Extend the Term

g. Ninth Amendment to the Treasure Island Childcare Center Master Lease between the Authority and the Navy to Extend the Term

h. Extension of the Cooperative Agreement with the United States Navy from October 1, 2013 to September 30, 2014

i. Authorizing the Treasure Island Development Project Director to Enter into Negotiations for a Professional Services Contract with Treadwell & Rollo for Environmental Engineering Consulting for the TI/YBI Development Project

There was no public comment.
Director Del Carlo motioned for approval.
Director Dunlop seconded.
This item passed unanimously.

7. Discussion of Future Agenda Items by Directors

There was no discussion of Future Agenda Items.
There was no public comment.

8. Possible Closed Session to Confer with Real Property Negotiators

There was no Closed Session.
There was no public comment.

9. Adjourn

The meeting was adjourned at 2:38PM.

Minutes of Meeting
Treasure Island Development Authority
May 8, 2013
Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

Mirian Saez, Director of Island Operations
Asja Steeves, Commission Secretary

1. Call to Order 1:44 PM

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Claudine Cheng
Larry Del Carlo
Mark Dunlop

Excused
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Larry Mazzola, Jr., *CFO*
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No public comment.

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There was no report from the Citizen's Advisory Board.
There was no public comment.

4. Communications
There was no discussion on Communications by Directors.
There was no public comment.

5. Ongoing Business by Board of Directors
There was no discussion relating to ongoing business.
There was no public comment.

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h. Extension of the Cooperative Agreement with the United States Navy from October 1, 2013 to September 30, 2014

i. Authorizing the Treasure Island Development Project Director to Enter into Negotiations for a Professional Services Contract with Treadwell & Rollo for Environmental Engineering Consulting for the TI/YBI Development Project

There was no public comment.
Director Del Carlo motioned for approval.
Director Dunlop seconded.
This item passed unanimously.

7. Discussion of Future Agenda Items by Directors

There was no discussion of Future Agenda Items.
There was no public comment.

8. Possible Closed Session to Confer with Real Property Negotiators

There was no Closed Session.
There was no public comment.

9. Adjourn

The meeting was adjourned at 2:38PM.

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

EDWIN M. LEE, MAYOR

TREASURE ISLAND DEVELOPMENT AUTHORITY
MEETING AGENDA

June 12, 2013 – 1:30PM

Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

SF
T74
#1
6/12/13

DIRECTORS

06-10-13A08:16 RCVD

Linda Richardson, President
Claudine Cheng
Larry Del Carlo, Secretary
Mark Dunlop, CFO
John Elberling
Larry Mazzola, Jr., VP
Jean-Paul Samaha
Hon. Jane Kim (Ex-Officio)

Mirian Saez, Director of Island Operations
Asja Steeves, Commission Secretary

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ORDER OF BUSINESS

1. Call to Order and Roll Call

2. General Public Comment. This item is to allow members of the public to address the Treasure Island Development Authority Board ("Authority Board") on matters that are within the subject matter jurisdiction of the Authority Board and that do not appear on the agenda. In addition to General Public Comment, Public Comment will be held during each item on the agenda *(Discussion Item)*
Estimated Length of Item: 10 minutes

3. Reports
   a. Report by Director of Island Operations *(Discussion Item)*
This item is to allow the Director of Island Operations to report on staff activities, leasing, public safety, utilities, financials, on-Island events and to make announcements
Estimated Length of Item: 15 minutes

b. Report by Treasure Island Development Project Director *(Discussion Item)*
This item is to allow the Treasure Island Development Project Director to report on activities related to the transfer and development of former Naval Station Treasure Island
Estimated Length of Item: 10 minutes

4. Communications Received by TIDA *(Discussion Item)*
Estimated Length of Item: 5 minutes

5. Ongoing Business by Board of Directors *(Discussion Item)*
Estimated Length of Item: 5 Minutes

6. Approving the Budget of the Treasure Island Development Authority Fiscal Year 2013-14, 2014-15 and Authorizing the Director of Treasure Island to Enter into Work-Orders for Services with other City Departments, Professional Services Contracts and Agreements with Service Providers *(Action Item)*
Estimated Length of Item: 10 Minutes

7. CONSENT AGENDA
Estimated Length of Item: 5 minutes *(Action Items)*

All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

a. Approving the Minutes of the May 8, 2013 Meeting

b. Resolution Approving the Treasure Island Development Authority Board of Directors Regular Meeting Schedule for Fiscal Year 2013 - 2014

c. Resolution Authorizing the Director of Island Operations to Execute a Professional Services Agreement with the Treasure Island Homeless Development Initiative for the period from July 1, 2013 to June 30, 2014 in an amount not to exceed $171,000

d. Resolution Authorizing the Director of Island Operations to execute a month-to-month Professional Services Agreement with Rubicon Enterprises, Inc. to Provide Landscape Services commencing on July 1, 2013 for an amount not to exceed $705,000

e. Resolution Authorizing the Director of Island Operations to Execute a Professional Services Agreement with Toolworks, Inc., to Provide Janitorial Services Commencing July 1, 2013 and Expiring on June 30, 2014 in an amount not to exceed $130,000

f. Resolution Retroactively Approving and Authorizing the Execution of Sublease No. 697 with the LIFE LEARNING ACADEMY, INC. a California non-profit corporation for Building 229-651 8th Street, Treasure Island, San Francisco, CA

g. Resolution Authorizing the Treasure Island Development Project Director ("Project Director") to Execute an Agreement between the Treasure Island Development Authority ("Authority") and Treadwell & Rollo, a Langan Company ("Treadwell & Rollo" or "Contractor") for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project ("Agreement")

8. Discussion of Future Agenda Items by Directors *(Discussion Item)*
Estimated Length of Item: 5 Minutes

9. POSSIBLE CLOSED SESSION TO CONFER WITH REAL PROPERTY NEGOTIATORS
If approved by the Authority Board, this closed session will take place for approximately 30 minutes at the end of the meeting
a. Public comment on all matters pertaining to closed session.
b. Vote on whether to hold closed session to confer with real property negotiators *(Action item)*

CONFERENCE WITH REAL PROPERTY NEGOTIATORS-pursuant to Government Code Section 54956.8, and Administrative Code Section 67.8(a) (2) and 67.12(b) (1).
Persons negotiating for the Authority: Michael Tymoff
Persons negotiating with the Authority: United States Navy, Treasure Island Community Development LLC, Treasure Island Homeless Development Initiative
Property: Former Naval Station Treasure Island
Under Negotiation:
Price: _____ Terms of payment: _____ both: X

c. Reconvene in open session (Action item)
1.) Possible report on action taken in closed session under Agenda Item 9 (Government Code Section 54957.1(a) (1) and San Francisco Administrative Code Section 67.12(a) and 67.12(b) (1)).
2.) Vote to elect whether to disclose any or all discussions held in closed session (San Francisco Administrative Code Section 67.12(a)).

10. Adjourn

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2nd Floor, One Ave. of Palms, San Francisco, CA 94130 during normal office hours.

Disability Access
The Treasure Island Development Authority holds its regular meetings at San Francisco City Hall. City Hall is accessible to persons using wheelchairs and others with disabilities. Assistive listening devices are available upon request. Agendas are available in large print. Materials in alternative formats and/or American Sign Language interpreters will be made available upon request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554 6799 (TTY) at least 72 hours prior to the meeting to help ensure availability.

The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J, K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71 Haight/ Noriega. Accessible curbside parking is available on 1 Dr. Carlton B. Goodlett Place and Grove Street. For more information about MUNI accessible services, call 923-6142.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

Lobbyist Ordinance
Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site http://www.sfgov.org/ethics/.

KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE
(Chapter 67 of the San Francisco Administrative Code)
Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at sotf@sfgov.org.

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, http://www.sfgov.org

Expenses	TIDA Revised Budget 12-13	Expenditures as of 03/31/2013	Balance
DA OPERATIONS EXPENSES			
DMINISTRATION			
OSTS	$13,000	-	13,000
IG COSTS	$6,300	-	6,300
PLOYEE FIELD EXPENSES (LOCAL FIELD EXPENSES)	$1,750	-	1,750
MBERSHIP FEES	$6,700	-	6,700
OMOTIONAL AND MARKETING EXPENSE	$13,500	11,049	2,451
MIN PROFESSIONAL & SPECIALIZED SERVICES	$0	-	-
REASURE ISLAND BOYS & GIRLS CLUB HOUSE	$136,990	68,495	68,495
ATHOLIC CHARITIES	$20,000	-	20,000
THDI - OPERATING CONTRACT	$162,000	114,500	47,500
TI GYM OPERATIONS YMCA	$146,775	95,082	51,693
MARINE SALVAGE	$7,500	-	7,500
PUBLIC ART HISTORICAL PRESERVATION	$17,000	-	17,000
OTHER PROFESSIONAL SERVICES	$80,000	101,641	(21,641)
TERIALS & SUPPLIES (OFFICE)		18,864	
DEVELOPMENT ADMINISTRATION EXPENSE (Integrated into Admin Expenses)	$15,000	-	15,000
OTAL ADMINISTRATION	**$626,515**	**$409,631**	**$216,884**
ROFESSIONAL & SPECIALIZED SERVICES			
INTENANCE SERVICES - BUILDINGS & IMPROVEMENTS			
SCAVENGER SERVICES (Trash Disposal)	$25,000	20,363	4,637
ANITORIAL SERVICES (TOOLWORKS)	$123,600	82,400	41,200
GROUNDS MAINTENANCE RUBICON	$660,000	436,464	223,536
PUBLIC SAFETY & SECURITY SERVICES	$25,000	-	25,000
TIDA FACILITIES MANAGEMENT SERVICES	$100,000	-	100,000
NTS & LEASES - EQUIPMENT	$11,700	-	11,700
HER CURRENT EXPENSES (OTHER ADMINISTRATIVE) MOVED TO OTHER CURRENT EXPENSE	$0	74,352	(74,352)
TERIALS & SUPPLIES (OFFICE)	$0	-	-
CILITIES MAINTENANCE (SPECIAL CAPITAL IMPROVEMENT PROJECTS)	$100,000	-	100,000
DEVELOPMENT OTHER PROFESSIONAL SERVICES	$1,000,400	93,786	906,614
OTAL PROFFESSIONAL & SPECIALIZED SERVICES	**$2,045,700**	**$707,365**	**$1,338,335**
ITY DEPARTMENT WORK-ORDERS			
IS SERVICES (AAO)	$48,000	29,456	18,544
SERVICES AGENCY	$1,891,079	747,145	1,143,934
AGEMENT SERVICES (INSURANCE)	$56,000	47,708	8,292
TORNEY - LEGAL SERVICES	$207,000	133,102	73,898
HR-MGMT TRAINING (AAO)	$3,000	150	2,850
PURCH-CENTRAL SHOPS-AUTO MAINT (AAO)	$12,000	3,074	8,926
PURCH-CENTRAL SHOPS-FUEL STOCK (AAO)	$4,000	1,200	2,800
- PARKING & TRAFFIC	$25,000	444	24,556
N FRANCISCO MUNICIPAL TRANSPORTATION AGENCY (SFMTA)	$1,600		
N FRANCISCO CITY CONTROLLER	$20,000		
PURCH-REPRODUCTION (AAO)	$6,000	507	5,493
- POLICE SECURITY (SFPD)	$74,234	22,089	52,145
- SFFD	$3,000		
PUC-HETCH HETCHY (AAO) ($693,000 Utility Bills, 150,000 Generators, $200,000 MOU)	$1,043,360	469,857	573,503
M - REAL ESTATE SPECIAL SERVICES (DEPT. OF REAL ESTATE- FACILITIES MGMT)	$32,072	36,221	(4,149)
OPW-BUILDING REPAIR (AAO)	$810,157	276,139	534,018
OPW-BUREAU OF STREET ENVIRONMENTAL SERVICES	$214,724	-	214,724
OPW-BUREAU OF STREETS AND SEWER REPAIR SERVICES	$82,673	91,353	(8,680)
OPW-BUREAU OF URBAN FORESTRY SERVICES	$164,000	-	164,000
DEVELOPMENT CITY WORK-ORDERS	$926,114	170,976	755,138
OTAL CITY DEPARTMENT WORK-ORDERS	**$5,621,013**	**$2,026,421**	**$3,594,592**
OTAL OPERATIONS EXPENDITURES	**$8,293,228**	**$3,143,417**	**$5,149,811**
URPLUS AVAILABLE FOR RESERVE			
OTAL EXPENDITURES	**$8,293,228.00**		
OTAL REVENUES	**$8,326,365**	**$4,448,720**	

TIDA REVENUE AS OF 03/31/2013

			As of 3/31/2013	2013 Projected Revenue	Variance	Pct
70TISE	705036	TI JOINT VENTURE - WINE VALLEY	215,367	286,000.00	70,633	75%
70TISE	705036	TI SPECIAL EVENTS	241,500	316,200.00	74,700	76%
70TICR	705038	COMMERCIAL PAYMENTS	1,978,081	2,505,000.00	526,919	79%
70TIFP	705039	FILM	26,659	25,000.00	(1,659)	107%
70CELL	705045	YBI CELLSITES/BANNER	49,811	282,550.00	232,739	18%
70TIMR	705046	MARINA	60,550	90,000.00	29,450	67%
70TIHS	705047	HOUSING CAM	237,219	479,472.00	242,253	49%
70TIHS	705047	JOHN STEWART CO.	1,639,533	4,342,143.00	2,702,610	38%
			4,448,720	**8,326,365.00**	**3,877,645**	**53%**

THE JOHN STEWART COMPANY

MAY 24

MEMORANDUM

To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital; John Stewart, JSCo; Paula Schlunegger, JSCo; Jack Gardner, JSCo; Loren Sanborn, JSCo; Lynny Lee, JSCo; Dan Stone, JSCo; Connie Le, JSCo

From: Jeffrey Kohler

Date: May 15, 2013

Subject: **Percentage Rent for Treasure Island Housing Project Sublease for April 2013**

Enclosed is our payment of Percentage Rent in the amount of $369,632 for the April 2013 period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses reflect a suspension of reserve funding as outlined in the sublease requirements but continue to include accrued funds to pay Possessory Interest charges of the property. In addition, the amount disbursed has been reduced by $9,378, recouping 1/36th of prior year audit adjustments outlined in the 2010 Audit (with an additional $13.32 deduction in final repayment month).

Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of April 2013 , actual Total Revenues were about 3.85% below budgeted Total Revenues. Total expenses for April 2013 were approx 7.01% below budgeted for the month. The result was that Funds Available for April 2013 Distribution were $398,958 or about 0.85% above budgeted amounts.

Calculation of Percentage Rent

Based on operations, a total of $398,958 in adjusted Gross Revenues after costs of operations are available for distribution for the April 2013 period. These revenues are distributed as follows:

April 2013 Distributions	April 2013 Actual	April 2013 Budgeted
Available for Distribution	$398,958	$395,585
Percentage rent for TIDA	$379,010	$375,806
Repay Prior overpayment 10th (1/36TH total per period)	-$9,378	
Net Disbursed as percentage rent to TIDA	$369,632	$375,806
Percentage rent for JSCO	$19,948	$19,779

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

Comparison to Budget April-13

	April-13				YEAR TO DATE			
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance
Total Revenue	945,869	983,747	(37,878)	-3.85%	3,783,250	3,935,002	(151,752)	-3.86%
Marketing Expenses	3,394	4,190	(796)	-19.00%	16,346	16,760	(414)	-2.47%
Administrative Expenses	83,107	79,208	3,899	4.92%	295,175	316,840	(21,665)	-6.84%
Utilities	138,057	146,360	(8,303)	-5.67%	552,227	585,445	(33,218)	-5.67%
Operating and Maintenance	186,655	184,534	2,121	1.15%	808,641	738,140	70,501	9.55%
Taxes and Insurance	37,822	34,635	3,187	9.20%	149,397	138,540	10,857	7.84%
% Rent	51,683	50,475	1,208	2.39%	203,108	201,900	1,208	0.60%
Reserves	10,600	9,760	840	8.61%	42,387	39,040	3,347	8.57%
Replacement (excl. anticipated draw)	35,594	79,000	(43,406)	-54.94%	322,183	316,000	6,183	1.96%
Total Expenses	546,911	588,162	(41,251)	-7.01%	2,389,465	2,352,665	36,800	1.56%
Available for Distribution	398,958	395,585	3,373	0.85%	1,393,785	1,582,337	(188,552)	-11.92%
Available for Distribution	398,958	395,585	3,373	0.85%	1,393,785	1,582,337	(188,552)	-11.92%
TIDA	379,010	375,806	3,204	0.85%	1,324,096	1,503,220	(179,124)	-11.92%
JSCo	19,948	19,779	168	0.86%	69,689	79,117	(9,429)	-11.92%

ESTIMATI [illegible]NUES AND OPERATING
EXPENSES , [illegible] OPERATIONS
April 2013 Operations for Treasure Island Project

	29.1%	27.7%	27.3%	28.2%	27.0%	26.3%	25.3%	24.9%	23.9%	24.0%	23.2%	22.5%	23.9%
DRAW	**Draw 159**	**Draw 160**	**Draw 161**	**Draw 162**	**Draw 163**	**Draw 164**	**Draw 165**	**Draw 166**	**Draw 167**	**Draw 168**	**Draw 169**	**Draw 170**	**Draw 171**
Units ready for occupancy at Beginning of month	578	578	578	578	578	578	578	578	578	578	578	578	578
Units Leased and Occupied during month													
Aggregate Units Leased and Occupied during month	410	418	420	415	422	426	432	434	440	439	444	448	440
Average Unit Rent													
	2012	**2012**	**2012**	**2012**	**2012**	**2012**	**2012**	**2012**	**2012**	**2013**	**2013**	**2013**	**2013**
	April	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**
REVENUE FROM OPERATIONS													
Estimate of Gross Revenue	1,117,254	1,115,512	1,115,083	1,115,350	1,117,052	1,118,725	1,129,837	1,125,747	1,126,339	1,128,175	1,129,283	1,127,138	1,125,645
Adjustment for Move-in Timing	(259,178)	(248,110)	(239,408)	(241,199)	(239,460)	(218,110)	(219,114)	(203,895)	(192,690)	(189,402)	(187,292)	(179,379)	(184,051)
Financial Income	156	169	166	165	165	162	175	167	183	186	194	191	190
Credit Check Revenue													
Other Revenue	9,461	2,335	4,778	5,961	6,459	3,857	3,804	5,563	2,232	2,202	3,276	2,808	4,085
Gross Revenue Collected	**867,692**	**869,906**	**880,620**	**880,277**	**884,216**	**904,634**	**914,702**	**927,582**	**936,064**	**941,162**	**945,461**	**950,758**	**945,869**
EXPENSES FROM OPERATIONS													
6300 ADMINISTRATIVE EXPENSES													
6210 Advertising/Marketing		1,205	290			4,250	-	21,618	-	500	-	2,500	-
6250 Credit Reports	792	1,172	423	1,060	1,555	1,205	1,062	683	511	667	1,321	(36)	663
6287 Model Unit/Office TI													
6310 Office Salaries	20,180	13,008	15,426	16,342	16,287	16,888	19,788	15,305	19,673	18,538	21,079	22,037	25,984
6311 Office Supplies	5,026	2,201	3,323	4,196	3,026	3,511	5,628	3,478	4,404	4,525	5,220	3,572	3,220
6315 Furniture Lease													
6320 Management Fee	24,678	25,618	28,112	24,233	25,929	28,530	24,739	27,187	27,702	27,962	27,816	28,850	28,645
6326 Temporary Services													
6330 Manager/Supervisor	6,202	6,409	6,202	6,409	6,409	6,202	7,577	5,895	9,635	6,814	6,154	6,813	6,594
6331 Staff Units	2,814	2,814	2,814	2,867	2,867	2,867	2,867	2,867	2,867	2,867	2,867	2,867	2,867
6340 Legal Expenses	5,912	3,631	6,140	(362)	1,749	5,604	7,512	2,457	2,247	1,862	582	3,824	2,043
6350 Audit Fee/Bookkeeping	-	938	-	-				-	-	1,710	-	10,016	2,300
6360 Telephone	1,919	1,581	2,045	1,198	1,576	1,663	1,833	1,206	2,157	1,655	1,888	1,667	3,651
6370 Collection Loss	2,921	-	-	23,336	7,785	-		-	26,828	-	2,898	-	5,000
6390 Miscellaneous Administrative	1,453	1,917	6,344	38	233	-	767	-	9,514	-	47	1,279	162
6385 Mileage/Travel	327	271	209	-		573	384	300	272	275	422	386	518
6386 Vehicle Lease & Insurance													
6392 Seminars/Training							24	-	-	-	-	2,368	-
6396 Computer Charges	1,301	815	195	199	387	195	277	195	195	800	215	195	195
6398 Remediation Expense		4,591		1,015			2,303	2,192	-	-	-	-	4,660
Subtotal: Administrative Expenses	73,524	66,170	71,523	80,531	67,803	71,487	74,759	83,383	106,004	68,175	70,508	86,337	86,501
UTILITIES													
6450 Subtotal: Utilities	122,307	125,589	126,483	130,301	132,162	134,644	135,575	136,195	137,747	136,816	138,057	139,298	138,057
6589 Navy CAM Charge	28,242	28,242	28,242	28,242	28,242	28,242	28,242	28,242	28,242	28,242	28,242	28,242	28,242
6500 OPERATING AND MAINTENANCE													
6510 Janitorial Payroll													
6515 Janitorial Supplies	467	-	526	670	1,794	391	-	2,374	428	582	-	450	270
6517 Contract Cleaning	380	1,350	740	1,730	2,020	1,370	1,295	500	1,310	1,080	410	2,060	1,170
6519& Pest -Supp& Contract & Bed Bugs	1,675	1,780	2,345	2,995	1,650	3,985	1,600	1,820	3,500	1,700	1,275	1,450	4,110
652[illegible] Operation/Maintenance Rent Free Unit	1,834	1,834	1,834	1,834	1,834	1,834	1,834	1,834	1,834	1,869	1,869	1,869	1,869
6525 Rubbish Removal	17,098	18,885	18,502	18,612	22,236	18,944	20,246	16,526	18,311	17,189	15,336	18,936	17,896
6530 Security Contract	9,001	20,580	8,433	8,926	15,543	7,689	9,489	56,369	29,675	49,280	60,355	54,982	37,774
6532 Security Supplies	5,606	-	554	3,513	5,750	988	1,683	-	75	-	5,684	101	155
6533 Fire Alarm Expenses	-	6,492	2,447	267	410	-		-	997	405	148	-	-
6520 Maintenance Contracts													
6534 Tree Maintenance													
6536 Grounds Supplies													
6537 Grounds Contract	39,971	38,614	37,537	53,177	38,163	41,684	41,152	38,163	40,624	40,625	38,163	39,863	38,163
6539 YBI Maintenance Payroll													
6510 Maintenance Payroll	17,948	18,139	18,407	20,537	19,781	20,065	23,536	17,468	23,056	19,103	18,935	21,852	19,094
6541 Repairs Material	20,206	17,101	20,205	37,440	22,931	19,269	17,944	12,779	30,381	21,829	17,224	31,135	7,009

ESTIMATE !EVENUES AND OPERATING
EXPENSES FROM OPERATIONS
April 2013 Operations for Treasure Island Project

	29.1%	27.7%	27.3%	28.2%	27.0%	26.3%	25.3%	24.9%	23.9%	24.0%	23.2%	22.5%	23.9%
DRAW	Draw 159	Draw 160	Draw 161	Draw 162	Draw 163	Draw 164	Draw 165	Draw 166	Draw 167	Draw 168	Draw 169	Draw 170	Draw 171
Units ready for occupancy at Beginning of month	578	578	578	578	578	578	578	578	578	578	578	578	578
Units Leased and Occupied during month													
Aggregate Units Leased and Occupied during month	410	418	420	415	422	426	432	434	440	439	444	448	440
Average Unit Rent													
	2012	2012	2012	2012	2012	2012	2012	2012	2012	2013	2013	2013	2013
	April	May	June	July	August	September	October	November	December	January	February	March	April
6542 Repairs Contract	1,980	4,950	1,506	1,040	7,120	4,445	4,366	1,595	5,180	4,621	310	4,720	1,874
6543 Plumbing Maintenance	17,366	3,863	2,967	3,028	954	1,222		4,906	(4,906)	-	-	3,961	6,780
6544 Electric Maintenance		2,500	1,643	-				84	1,609	-	-	-	1,536
6545 Elevator Maintenance													
6546 Heating and Cooling		350		-	9,322	1,800	3,050	(2,500)	4,412	-	-	16,357	335
6548 Payroll Environmental													
6553 Appliance Repairs				-				-	-	-	-	-	-
6560&6561 Painting and Decorating Supply & Contracts	6,720	84	10,602	15,575	13,475	1,329	2,403	831	24,298	1,307	3,413	114	743
6570 Vehicle Lease	984	2,508	790	714	1,031	2,217	1,016	806	10,080	588	1,655	675	923
6572 Maint and Equipment Repair													
6590 Misc. Oper and Maintenance			40,936				1,050	-	2,900	3,743	-	4,300	14,900
6573 Uniform/Laundry Service	212		90	-		202	642	-	-	150	890	50	520
6574 Repairs contract Other	3,900	5,607	18,418	10,996	14,994	15,282	217	4,883	2,420	541	2,648	1,257	1,292
6596 Fire Damage Costs													
7230 Interior Replacement (eligible for RR Draw)	48,505	38,875	25,947	52,348	106,024	46,363	28,147	64,622	136,783	41,223	91,435	29,185	18,507
7220 Appliance Replacement (eligible for RR Draw)	13,475	3,623	11,828	1,620	17,686	13,709	3,868	1,509	18,708	4,604	12,157	-	5,337
7240 Exterior Replacement (eligible for RR Draw)	33,170	7,820	29,115	32,876	16,956	59,513	16,770	2,795	-	12,800	60,820	34,165	11,750
Subtotal: Operating and Maintenance	240,497	194,954	255,371	268,099	319,674	262,301	180,310	227,363	351,675	223,640	332,727	267,482	194,007
	173,589	172,878	216,724	209,297	207,250	170,959	159,767						
6711 Payroll Taxes	4,172	3,430	3,666	5,923	3,851	2,312	4,601	3,641	6,255	6,426	5,884	4,103	4,593
6790 Misc Licenses/Permits								-	-	-	-	-	-
6720 Property Insurance (inc.Insurance Claims and YTD a	13,200	13,200	13,200	13,159	13,138	13,139	13,805	13,638	13,722	13,722	13,722	13,722	13,722
6721 Fidelity Bond		2,205	-	-				-	-	-	-	-	-
6722 Workers Compensation	4,710	3,375	3,541	3,621	3,718	3,723	4,369	3,433	4,167	3,933	3,974	4,855	4,419
6723 Emp Health and Life Insurance (excludes 401(k	5,815	5,336	5,336	5,336	6,766	5,610	5,610	6,014	6,291	6,607	6,609	6,608	7,239
6723-010 401(K) Matching Contribution estimate	460	460	460	460	459	460	460	460	460	460	1,419	528	528
6710 Possessory Interest Tax	6,157	6,157	6,157	6,322	6,322	6,322	6,322	6,322	6,322	6,322	6,322	6,322	6,322
7140 Base Rent Payment	50,475	50,475	50,475	50,475	50,475	50,475	50,475	50,475	50,475	50,475	50,475	50,475	51,683
Subtotal: Taxes/Insurance	84,988	84,638	82,836	85,496	84,730	82,041	85,642	83,983	87,692	87,945	88,404	86,613	88,504
	34,513	34,163	32,361	35,021	34,255	31,566							
6900 SERVICE EXPENSES													
6991 Recreation Salaries								-	-	-	-	-	1,000
6992 Recreation Supplies	-	-	-	-	-	-	6,128	-	77	-	38	-	-
Subtotal: Services	-	-	-	-	-	-	6,128	-	77	-	38	-	1,000
Subtotal: Corporate Expenses													
TOTAL OPERATING EXPENSES	**549,558**	**499,593**	**564,455**	**592,669**	**632,611**	**578,716**	**510,657**	**559,166**	**711,437**	**544,818**	**657,975**	**607,973**	**536,311**
Less Reserves	10,600	10,600	10,600	10,600	10,600	10,600	10,600	10,600	10,600	10,600	10,600	10,600	10,600
Marketing Expenses													
TOTAL EXPENSES	560,158	510,193	575,055	603,269	643,211	589,316	521,257	569,766	722,037	555,418	668,575	618,573	546,911
Total Expenses Net of Environmental	560,158	510,193	575,055	603,269	643,211	589,316	521,257	569,766	722,037	555,418	668,575	618,573	546,911
TOTAL ENVIRONMENTAL EXPENSES	-	-	-	-	-	-	-	-	-	-	-	-	-

ESTIMATL [illegible]ENUES AND OPERATING
EXPENSES F[illegible] OPERATIONS
April 2013 Operations for Treasure Island Project

	29.1%	27.7%	27.3%	28.2%	27.0%	26.3%	25.3%	24.9%	23.9%	24.0%	23.2%	22.5%	23.9%
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Units ready for occupancy at Beginning of month	578	578	578	578	578	578	578	578	578	578	578	578	578
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Aggregate Units Leased and Occupied during month	410	418	420	415	422	426	432	434	440	439	444	448	440
Average Unit Rent													
	2012	**2012**	**2012**	**2012**	**2012**	**2012**	**2012**	**2012**	**2012**	**2013**	**2013**	**2013**	**2013**
	April	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**
DISBURSEMENT OF REVENUES (Per Sublease Agreement)	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Adjusted Gross Revenue	867,692	869,906	880,620	880,277	884,216	904,634	914,702	927,582	936,064	941,162	945,461	950,758	945,869
Less Base Rent	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)	(50,475)	(51,683)
Less Operating Expenses	(446,164)	(395,258)	(457,626)	(489,719)	(527,965)	(471,469)	(407,201)	(453,263)	(605,017)	(438,139)	(551,442)	(500,406)	(427,742)
Less CAM Charge	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)	(28,242)
Less Replacement Reserve Funding	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)
Management Fee	(24,678)	(25,618)	(28,112)	(24,233)	(25,929)	(28,530)	(24,739)	(27,187)	(27,702)	(27,962)	(27,816)	(28,850)	(28,645)
Less Marketing Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Addback int security deposits													
Total Operating Expenses	(560,158)	(510,193)	(575,055)	(603,269)	(643,211)	(589,316)	(521,257)	(569,766)	(722,036)	(555,418)	(668,575)	(618,572)	(546,911)
Revenues Net of Operating Expenses	307,534	359,713	305,564	277,008	241,005	315,318	393,445	357,815	214,028	385,744	276,886	332,186	398,958
Revenues Remaining for Distribution in Percentage Rent	307,534	359,713	305,564	277,008	241,006	315,319	393,445	357,815	214,028	385,744	276,886	332,186	398,958
TIDA Share of Revenues (Percentage Rent)	(292,157)	(341,727)	(290,286)	(263,158)	(228,956)	(299,553)	(373,773)	(339,924)	(203,327)	(366,457)	(263,042)	(315,577)	(379,010)
JSCo Share of Revenues (Percentage Rent)	(15,377)	(17,986)	(15,278)	(13,650)	(12,050)	(15,766)	(19,672)	(17,891)	(10,701)	(19,287)	(13,844)	(16,609)	(19,948)
Total Percentage Rent Disbursed	(307,534)	(359,713)	(305,564)	(277,008)	(241,006)	(315,319)	(393,445)	(357,815)	(214,028)	(385,744)	(276,886)	(332,186)	(398,958)
Ending Balance Gross Revenues	(0)	0	0	0	0	(0)	(0)	0	0	(0)	0	(0)	(0)

THE JOHN STEWART COMPANY

JUN - 4 2013
MS, AS, file

TREASURE ISLAND

Monthly Maintenance Common Area Charges 2013

6589—MAINTENANCE-COMMON AREA CHARGES: The figure of an average $28,300 per month/$339,608 per year is included. Common Service charges are referenced in Section 3.1.2. and 3.1.3 of Exhibit 1 as part of the Exhibits to the Sublease Agreement. Common Service Charges are composed of two parts: a charge for the land ($6,886.96 per month) and a charge for the structures ($23,317.54) The Common Area charge for the structures is a function of each apartment's square footage. While Common service Charges per annum have been historically fixed at $30,204.50 per month/ $362.454.00 per year based upon a portfolio of 632 units, this expense was reduced in July 2007 by *$1,962.38 per month to $28,242.10 per month*/$338,905.20 per year with the return of the 54 "borrowed" units to Treasure Island Homeless Development Initiative. The Common Area Charges are now based upon a portfolio of 578 units.

1388 Sutter Street • 11th Floor • San Francisco, CA 94109 • Tel (415) 345-4400 • Fax (415) 614-9175 • www.jsco.net
San Francisco • Sacramento • South Bay • Los Angeles • San Diego

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Treasure Island Development Authority Board of Directors

From: Peter Summerville

Date: June 7, 2013

Re: Treasure Island Power Outages – May 2013

Cc: Mirian Saez, Director of Island Operations

- On May 27th at approximately 10:20 PM Treasure Island experienced a power outage. The Public Utilities Commission (PUC) notified TIDA, issued an internal Roam Support Alert Network (RSAN) outage notification and immediately dispatched staff to the Island. 311 established a Temporary Event for information to the general public. Power was restored at approximately 2:15 AM. Cause was not immediately identified.

May 2013 Treasure Island Crime Statistics
Provided by Officer B. Dawson #2384
on behalf of Captain Redmond, Southern Station

Occ. Date	Case #	Location	Incident Type	Comments
1-May-13	130356414	83 Forest View	Vehicle Vandalism	Damage to rear quarter panel and brake light. Unknown (S).
1-May-13	130355949	901 Av B "A"	Vandalism	Rear sliding door broken. Unknown (S).
2-May-13	130358012	1301 Gateview	Stalking	(S) refuses to end relationship with (V). (S) booked into jail.
2-May-13	130359678	1441 Chinook "C"	Vandalism	(V) noticed her tire was flat. (V) saw (S) put razor in tire.
5-May-13	130366623	1402 Sturgeon"B"	Fire	(S) mixed chemicals causing fire at premise. Booked Ingram,Chad WM 7/27/83.
6-May-13	130371428	1402 Sturgeon"A"	Burglary	Front door unlocked and rear slider damaged. Electronics stolen. Fire next door.
7-May-13	130375298	749 9th	Exhibiting weapon	4 (S)'s driving around. (V) said (S) pointed gun at them. (V) positively id'd (S). No weapon found. 3 id'd, 1 cited. Job Corps students.
7-May-13	130376086	1434 Halibut"A"	Theft from Bldg	(V) believes roomate took laptop.
10-May-13	130383326	1406 Sturgeon	Battery	(S) Housemate grabbed (V)'s clothing and cursed at her.
13-May-13	130393397	1243 NorthPoint	Runaway Juv	3rd time (J) has runn away. No suspicious circumstances. As of 5/15 runaway has not returned.
14-May-13	130397399	1210 Mariner	Burglary	Rear sliding door broken and electronics taken. Unknown (S).
17-May-13	130406348	1116 Hutchins	Domestic Violence	Husband/wife altercation. (S) held a knife to her and choked her out. (S) Booked.
17-May-13	130406592	1115 Keppler	Fire	Apartment fire stated out front. No foul play suspected. Moderate damage to next door vacant residence.
17-May-13	130406928	800 4th Street	Auto Burglary	(V) Parked vehicle leaving purse on seat. Came back and found window broken and purse stolen.
17-May-13	130406962	Ave M & 4th Street	Auto Burglary	(V) Found vehicle window smashed. iPad and Apple computer was stolen.
17-May-13	130405099	Ave B & 12th Street	Traffic Collision (Non-injury)	Auto vs Auto non-injury traffic collision. One driver found to be unlicensed. He was cited.
18-May-13	130410383	1412 Flounder Ct	Phone Theft / Taxi Fare Evasion	(V) Cab driver picks up 4 juveniles from downtown. Brings them put to T.I. at which point one (J) steals phone. All four (S)'s fled on Flounder Ct.
18-May-13	130410399	1251 Exposition Dr	Residential Burglary	(V) Found rear sliding door damaged/open. Found currency, jewelry, and electronics stolen. Unknown (S)
22-May-13	130421647	Ave H & Gateview Ave	Physical Fight	(V) exited bus after having verbal dispute with passenger. (V) was punched by Unknown (S) as he exited bus.
24-May-13	130426857	1405 Sturgeon St	Domestic Violence	Following verbal argument, (S) physically attacked (V) by choking her. (S) booked into jail for felony domestic violence charges.
24-May-13	130428994	1112 Hutchins Ct # D	Attempted Residential Burglary	(V) refused to answer door for knocking suspects. (S)'s then jumped fence and attempted to force rear door open. (V) screamed and (S)'s fled.
[illegible]May-13	130412878	1 Avenue of the Palms	Auto Burglary Suspect Arrested	Auto Burglary suspect observed in SF and followed and arrested on TI. S-Leeverett Hall 1400 Sturgeon Apt B

May 2013 Treasure Island Crime Statistics
Provided by Officer B. Dawson #2384
on behalf of Captain Redmond, Southern Station

26-May-13	130433363	Treasure Island Rd	Auto Burglary	(V) stopped to take pictures leaving his vehicle unlocked. Observed (S) inside vehicle and flee into City in a 1990's silver Nissan. Loss was a laptop.
30-May-13	130445841	1204 Mariner Dr	Hot Prowl / Interrupted Residential Burglary	(V) awoke to find male suspect in home. (S) fled. Upon search found open drawers and electronics stolen.
30-May-13	130447358	1113 Keppler Ct #H	Residential Burglary	(V) Found rear sliding door damaged/open. Found laptop stolen. Unknown (S).
31-May-13	130448629	351 Avenue H	Brandishing	
31-May-13	130448588	310 Avenue of the Palms	Auto Burglary	(V) Parked vehicle. Returned and found window smashed. Missing passport.
LEGEND: (V) = Victim (S) = Suspect (J) = Juvenile				

Treasure Island Development Authority
Subleases and Permits Executed
Pursuant To Leasing Policy
As of June 7, 2013

Location / Facility	Agreement Number	Leasehold Status (new / expired)	Company Name / Prospective Subtenant	Commencement Date/Event Date	Leasehold Type	Sq. Ft.	Annual Rent/ Permit Fee
Building 264	688	New	Cinic Drinks Corporation	6/1/13	Beverage production	2630	$24,000.00
Building 216 Lot	689	New	Cal- Con Pumping, LLC	5/15/13	Storage	6,400	$12,000.00
Building One, Basement	694	New	Juan Ortiz, an individual doing business as Mateo's Bay Area Hot Dogs	6/1/13	Storage	50	$1,2000.00
Eucalyptus Parking Lot	P-685	New	Goro Toshima, an individual	5/7/13	Film	N/A	$1,000.00
Building 180 South Lot	P-690	New	Sol Rouge, LLC	5/23/13	Event	N/A	$500.00
Avenue H	P-692	New	Rude Brand, LLC	5/25/13	Road Closure	N/A	500.00
Avenue H	P-693	New	SFGGRA	6/1/13	Road Closure	N/A	Waived

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS
BLDG. ONE, 2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Treasure Island Development Authority Board of Directors

From: Mirian Saez, Director of Island Operations

Date: June 7, 2013

Re: Use Permit and Film Permit Waivers

The following waivers and reductions were granted for the month of May 2013.

Fee Waivers:

- Department of Homeland Security, Training, May 9,27, 2013
- Berkeley Police Department, Training, May 17 & 23, 2013
- Treasure Island Museum Association, Meeting, May 18, 2013
- Treasure Island Health Network, Event, May 18, 2013
- US State Department, Training, May 30, 2013
- FBI, Training, June 5 & 6, 2013

311 TIDA Case Summary as of May 31, 2013

Open

CASE ID	OPEN DT	CATEGORY	TYPE	LOCATION	OTHER DESCRIPTION	AGENCY
1469575	9/25/2012 10:15:25 AM	Graffiti Private Property	Graffiti on Building_other Not_Offensive	Intersection of AVENUE C and CALIFORNIA AVE		DPW BSES BUF Graffiti
1524258	10/7/2012 3:15:22 PM	Graffiti Private Property	Graffiti on Building_other Not_Offensive	Intersection of AVENUE H and CALIFORNIA AVE		DPW BSES BUF Graffiti
1762640	12/6/2012 9:19:04 AM	General Requests	RCS - SEE QUEUE NAME	1440 CHINOOK CT, SAN FRANCISCO, CA, 94130	--- Customer lives on Treasure Island and her complimentary wireless connection isn't working. Please call her back with tech support	DT
1949090	1/28/2013 9:14:08 PM	Streetlights	Streetlight - Light_Burnt_Out	Intersection of AVENUE OF THE PALMS and CALIFORNIA AVE	Streetlight pole A2, A3, A4, A5, A6 and A7, Avenue of the Palm and California on Treasure Island ---	PUC Streetlights

Closed

CASE ID	OPEN DT	CATEGORY	TYPE	LOCATION	OTHER DESCRIPTION	AGENCY
2334077	5/6/2013 9:08:25 PM	Streetlights	Streetlight - Light_Burnt_Out	1433 TREASURE ISLND, SAN FRANCISCO, CA, 94130	Testing	PUC Streetlights
2334787	5/7/2013 7:52:30 AM	Streetlights	Streetlight - Light_On_all_the_time	1314 GATEWAY, SAN FRANCISCO, CA, 94130	Testing	PUC Streetlights
2426558	5/29/2013 8:28:45 PM	Street Defects	Pavement_Defect	Intersection of AVENUE OF THE		DPW BSSR

CITY & COUNTY OF SAN FRANCISCO

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

EVENTS, ACTIVITIES, FILMING & TRAINING
Week of May 13, 2013– May 19, 2013

SATURDAY May 11, 2013
- Avenue H Closed between 11th and 13th, 6:30AM-7:00PM

SUNDAY May 12, 2013
- Treasure Island Event Venue – Private Event- 6:00PM-12:00AM
- Avenue H Closed between 11th and 13th, 6:30AM-7:00PM

MONDAY May 13, 2013
No Scheduled Events

TUESDAY May 14, 2013
No Scheduled Events

WEDNESDAY May 15, 2013
No Scheduled Events

THURSDAY May 16, 2013
- YBI Quarters 3 through 7- Department of Homeland Security- Training- 8:00AM-5:00PM

FRIDAY – May 17, 2013
- Treasure Island Event Venue – Public Event- 9:00PM-1:45AM
- YBI Quarters 3 through 7- Berkeley PD-Training- 8:00AM-5:00PM

SATURDAY May 18, 2013
- Avenue H Closed between 11th and 13th, 6:30AM-7:00PM
- Treasure Island Event Venue – Private Event- 8:00PM-1:45AM
- Building 1- Wine Valley Catering- Private Event- 3:00PM-Midnight
- Pavilion By The Bay- Wine Valley Catering- Private Event- 3:00PM-Midnight
- Casa De La Vista- Treasure Island Health And Environmental Awareness Fair- Noon-3:00PM

SUNDAY May 19, 2013
- Avenue H Closed between 11th and 13th, 6:30AM-7:00PM

CITY & COUNTY OF SAN FRANCISCO

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

EVENTS, ACTIVITIES, FILMING & TRAINING
Week of May 27, 2013– June 2, 2013

SATURDAY May 25, 2013

- Treasure Island Event Venue – Public Event- 8:00PM-1:45AM
- Great Lawn- Treasure Island Flea Market-7:00AM-5:00PM
- Avenue H Closed between 11th and 13th, 6:00AM-7:00PM

SUNDAY May 26, 2013

- Pavilion By The Bay- Wine Valley Catering- Private Event- 3:00PM-Midnight
- Casa de la Vista - Wine Valley Catering- Private Event- 3:30PM-10:30PM
- Treasure Island Event Venue – Private Event- 8:00PM-12:00AM
- Great Lawn- Treasure Island Flea Market-7:00AM-5:00PM

MONDAY May 27, 2013

- Great Lawn- Delancey Street Picnic- 8:00AM-6:00PM

TUESDAY May 28, 2013

No Scheduled Events

WEDNESDAY May 29, 2013

No Scheduled Events

THURSDAY May 30, 2013

- Avenue N Between 5th and 9th Street- US State Dept. Training- 8:00AM-5:00PM

FRIDAY – May 31, 2013

- Casa De La Vista – Wine Valley Catering- Private Event- 6:00PM-10:00PM

SATURDAY June 1, 2013

- Avenue H Closed between California and 3rd 6:00AM June 1-10:00PM June 2
- Casa De La Vista – Wine Valley Catering- Private Event- 5:00PM-12:00AM

- Pavilion BY The Bay – Wine Valley Catering- Private Event- 6:00PM-10:00PM

SUNDAY June 2, 2013

- Avenue H Closed between California and 3rd 6:00AM June 1- 10:00PM June 2

CITY & COUNTY OF SAN FRANCISCO

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

EVENTS, ACTIVITIES, FILMING & TRAINING
Week of June 2, 2013– June 9, 2013

SATURDAY June 1, 2013

- Avenue H Closed between California and 3rd 6:00AM June 1-10:00PM June 2
- Casa De La Vista – Wine Valley Catering- Private Event- 5:00PM-12:00AM
- Pavilion BY The Bay – Wine Valley Catering- Private Event- 6:00PM-10:00PM

SUNDAY June 2, 2013

- Avenue H Closed between California and 3rd 6:00AM June 1-10:00PM June 2

MONDAY June 3, 2013

- Building 180 Parking Lot- Storage- San Francisco Marathon- Ongoing until 6/19/13

TUESDAY June 4, 2013

- Building 180 Parking Lot- Storage- San Francisco Marathon- Ongoing until 6/19/13

WEDNESDAY June 5, 2013

- Building 180 Parking Lot- Storage- San Francisco Marathon- Ongoing until 6/19/13

THURSDAY June 6, 2013

- Building 180 Parking Lot- Storage- San Francisco Marathon- Ongoing until 6/19/13

FRIDAY – June 7, 2013

- Building 180 Parking Lot- Storage- San Francisco Marathon- Ongoing until 6/19/13
- Pavilion By The Bay/Fogwatch Picnic Area- Wine Valley Catering Private Event- 8:00PM-2:00AM

SATURDAY June 8, 2013

- Building 180 Parking Lot- Storage- San Francisco Marathon- Ongoing until 6/19/13
- Building 1- Treasure Island Museum Association- Lecture Series- 10:30AM
- Treasure Island Event Venue- Public Event- 4:00PM-11:00PM

SUNDAY June 9, 2013

- Building 180 Parking Lot- Storage- San Francisco Marathon- Ongoing until 6/19/13
- Great Lawn- Sun Seekers Music Picnic- Amplified Music- Noon – 9:00PM

3b.

State of California—Health and Human Services Agency
California Department of Public Health

RON CHAPMAN, MD, MPH
Director & State Health Officer

EDMUND G. BROWN JR.
Governor

Date: May 28, 2013

To: Michael Tymoff
Project Director
Treasure Island Development Project
One South Van Ness Avenue, Fifth Floor
San Francisco, CA, 94130

MAY 31 2013
TYMOFF, MS, AS, FAC

Subject: Treasure Island Development Concerns Regarding Possible Elevated Radiation Levels Throughout Site 12

REPORT SUMMARY:

Following a request from the United States Navy and Treasure Island Development Authority (TIDA), the Radiologic Health Branch (RHB) surveyed the remaining publicly accessible areas not previously surveyed by the department. The survey dates were March 18 through March 21, 2013, March 28, 2013, April 24, 2013 and May 1, 2013. With the exception of the backyard of unit 1216D, all requested areas were completed. This backyard was not surveyed due to logistical issues in accessing the property. RHB staff performed the radiological surveys using calibrated Ludlum Model 19 microR meters. These surveys were conducted by slowly walking the larger areas with the meters spaced approximately three to four feet in distance between individual Health Physicists (HP) or having HPs carefully examine individual backyards. No radiation contamination wipe samples were collected. Five discrete locations were identified with elevated radioactivity and subsequently remediated by the Navy contractor. These locations can be seen on the attached Site 12 residential map. Staff determined the ambient natural background radiation levels ranged between 6 to 9 microR/hr. A few areas with slightly elevated readings were found; however, subsequent follow up showed that these areas contained distinctly different soil colors, generally granitic in composition, indicating the material had been imported as fill topsoil. The higher background areas were around Building 1406 in back, east of Building 1128, and on the southwest side of Building 1131. These areas showed levels of 10 to 14 microR/hour.

The five discrete locations that showed radiological concerns were:

- Building 1303, Unit E, three feet from the northeast side of the carport (1,600 microR/hr on contact with the grass)
- Building 1303, Unit E, two feet in from the road eight feet east of the first spot (17 microR/hr on contact with the grass)

- Building 1306, Unit A, the inside bend of Gateview Ave at the corner (240 microR/hr on contact with the grass)
- Building 1306, Unit A, directly in with west edge of building, four feet north of the road (33 microR/hr on contact with the grass)
- Building 1128, Unit D, twenty-five feet east of the northeast building corner (4900 microR/hr on contact with the grass)

The five areas that posed a radiological concern were remediated by Department of Navy contractor staff with RHB staff observing and collecting split soil samples. RHB believes that as long as residents followed TIDA guidelines where no digging is allowed and assuming normal area occupancy around the five locations, no exposure above the public dose limits would have occurred.

REPORTING:
Reporting to the Nuclear Regulatory Commission (NRC) is not required.

HEALTH AND SAFETY:
No health and safety concerns currently exist as determined by our surveys in or around Site 12 publicly accessible areas on Treasure Island.

ENFORCEMENT ACTIONS:
No violations were issued.

INVESTIGATION STATUS:
This investigation is closed.

John G. Fassell, CHP
Chief, Radioactive Material Inspection, Compliance and Enforcement Section

TI Elevated locations found 3/18-19/2013
4,900 micro R/hr
1128
1126
Mariner Dr
Exposition Dr
Hutchins Ct
13th St
Leslie Ct
Avenue H
Avenue M
11th St
12th St
Westside Dr
Galeview Ave
Pennete Rd
Avenue B
Halibut Ct
Avenue E
Avenue F
9th St
Treasure Island
33 micro R/hr
1,600 micro R/hr
240 micro R/hr
17 micro R/hr
1303
Chinook Ct
Avenue D
© 2013 Google
Image © 2013 TerraMetrics
Google earth
Imagery Date: 8/28/2012
1946
lat 37.826397° lon -122.374211° elev 6 ft
Eye alt 3213 ft

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

May 29, 2013

Ms. Susan Goldstein, City Archivist
San Francisco History Center
San Francisco Public Library
100 Larkin Street
San Francisco, CA 94102

Dear Ms. Goldstein,

Please let this letter serve to memorialize the acceptance of the following Treasure Island Museum Collection items into the custody of the San Francisco City Archives in order to allow for their appropriate preservation and storage due to age and condition:

- Golden Gate International Exposition (GGIE) Indian Court poster (I8640)
- GGIE Indian Court poster (84.39.3)
- GGIE 1940 Miss Mission Trails Certificate (I11983 – 62-1-e)
- S.F. Examiner "GGIE Edition" Illustrated poster (I14537)
- GGIE illustrated map – (I14536 - 83.98)
- "Save Yerba Buena" poster – (96.11.1)
- "Keep the Fair Out of Politics" poster – (96.11.2)
- "Treasure Island and the Mainland" illustrated map – Item TI009904 (83.103.2)

Attached to this letter are images of the items in question. As you are aware, the San Francisco Board of Supervisors has assigned the Treasure Island Development Authority (TIDA) caretaker responsibilities for the items comprising the Treasure Island Museum Collection.

Reuse and development plans for former Naval Station Treasure Island include an educational and historic preservation component. TIDA reserves the right to request the as-needed return to TIDA custody of any or all of these above items in order to support the historic programming and public education components of the reuse and development of Treasure and Yerba Buena Islands.

Thank you for your valuable assistance to TIDA in preserving the rich history of Treasure and Yerba Buena Islands.

Sincerely,

Mirian Saez
Director of Island Operations

Cc: file
Treasure Island Development Authority Board of Directors

Attachments

I confirm that all items listed above were received into custody of the San Francisco City Archive on the _____ day of _____, 2013

San Francisco Public Library – San Francisco History Center

Name: _____

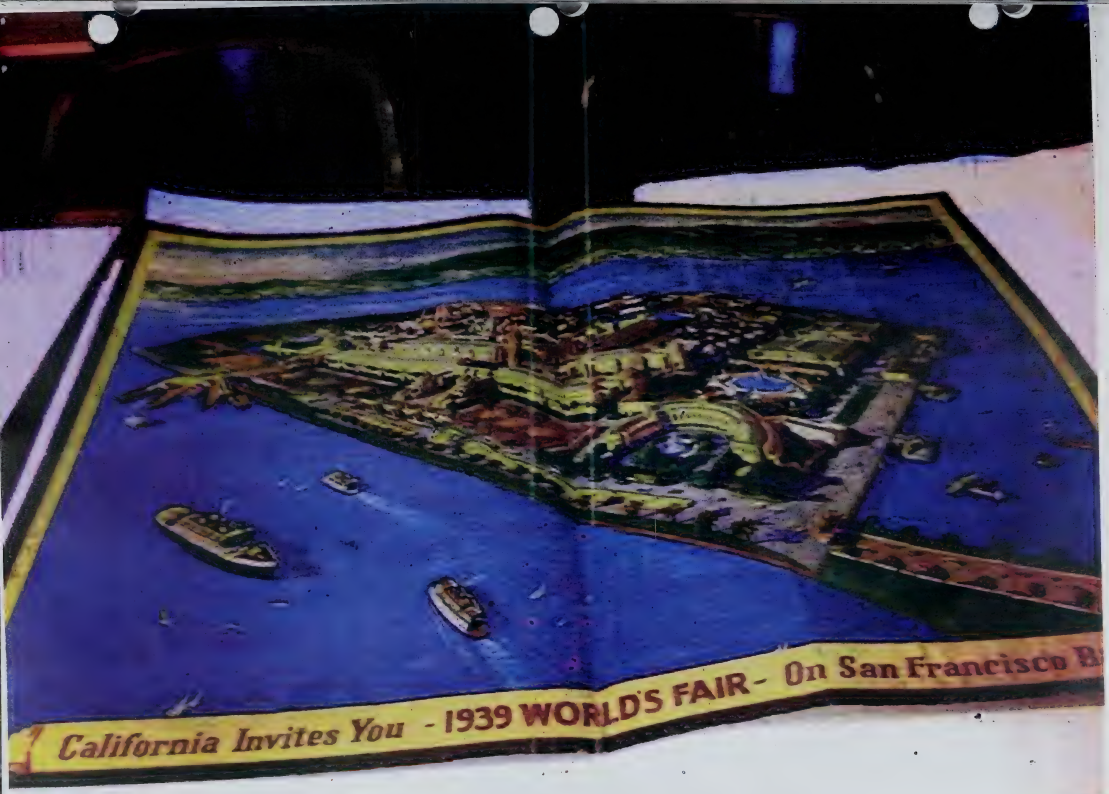
Signature: _____

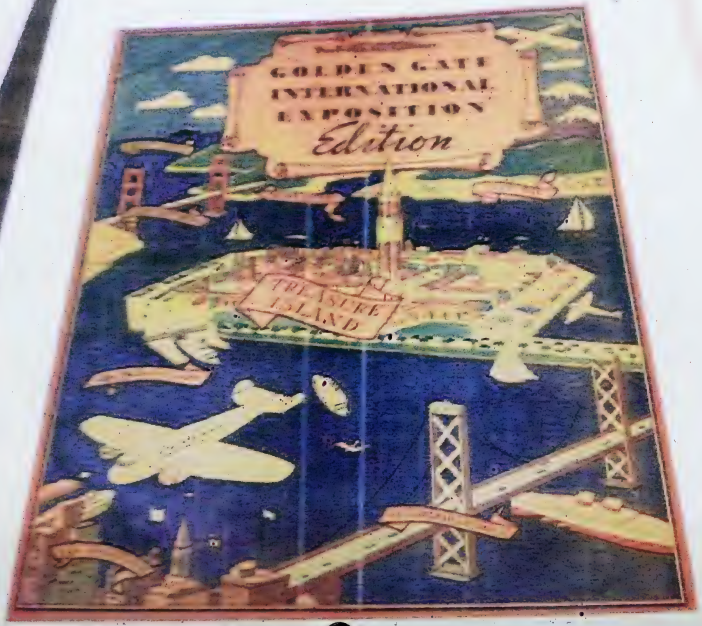
Treasure Island Development Authority

Name: _____

Signature: _____

KEEP THE FAIR
OUT OF POLITICS
PREVENT INCREASED
CITY TAXES
VOTE "YES"
YERBA BUENA
SPECIAL ELECTION MAY 2ND
Save the Exposition League


California Invites You - 1939 WORLD'S FAIR - On San Francisco B


GOLDEN GATE
INTERNATIONAL
EXPOSITION
Edition
TREASURE
ISLAND

FROM A NAVAHO DRAWING
INDIAN COUR
FEDERAL BUILDIN

1910
ISLAND
ON
SAN FRANCISCO BAY

THE HAIDA INDIANS
INDIAN COUR

JOHN STEWART COMPANY

JUN - 5 2013
MS FILE
AS

June 3, 2013

Mirian Saenz, Director
Treasure Island Development Authority
One Avenue of the Palms, 2nd Floor
Treasure Island
San Francisco, CA 94130

Hi Mirian,

Enclosed is the 2012 Audit for Treasure Island. Please contact myself or Jeff Kohler if you have any questions.

Best regards,
Jaimie Cruz
(415) 345-4400

1388 Sutter Street • 11th Floor • San Francisco, CA 94109 • Tel (415) 345-4400 • Fax (415) 614-9175 • www.jsco.net
San Francisco • Sacramento • South Bay • Los Angeles • San Diego

Perotti *And* **Carrade**
Certified Public Accountants
A Professional Corporation
1100 Larkspur Landing Circle
Suite 358
Larkspur, CA 94939
Telephone 415 461-8500
FAX 415 461-6342

May 20, 2013

The Board of Directors of
The John Stewart Company and
Treasure Island Development Authority:

In planning and performing our audit of the financial statements of The John Stewart Company's subtenancy and management of Treasure Island as of and for the year ended December 31, 2012, in accordance with auditing standards generally accepted in the United States of America, we considered the internal control of The John Stewart Company's subtenancy and management of Treasure Island over financial reporting (internal control) as a basis for designing our auditing procedures that are appropriate in the circumstance for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and, therefore, material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls. However, as discussed below, we identified a deficiency in internal control that we consider to be a significant deficiency.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit

attention by those charged with governance. We consider the following deficiency in the internal control of The John Stewart Company's subtenancy and management of Treasure Island to be a significant deficiency.

> We examined a sample of tenant files during the audit. Of the fifteen tenant files we examined, two had discrepancies in the amount of the security deposit between the tenant file and rent roll. This situation has occurred previously and usually arises because when the security deposit was made, management updated the rent roll but did not timely update the tenant file. We recommend that management compare each tenant file to the rent roll and resolve any discrepancies so that both records are consistent.

This communication is intended solely for the information and use of the management of The John Stewart Company and the Treasure Island Development Authority (TIDA) and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Perry & Canada

Perotti And Carrade
Certified Public Accountants
A Professional Corporation
1100 Larkspur Landing Circle
Suite Number 358
Larkspur, CA 94939
Telephone 415 461-8500
FAX 415 461-6342

May 20, 2013

The Board of Directors of
The John Stewart Company
and
Treasure Island Development Authority:

We have audited the financial statements of the John Stewart Company's subtenancy and management of Treasure Island for the year ended December 31, 2012, and have issued our report thereon dated May 20, 2013. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 3, 2012. Professional standards also require that we communicate to you the following information related to our audit.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the John Stewart Company's subtenancy and management of Treasure Island are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2012. We noted no transactions entered into by the Company during the year for which there is a lack of authoritative guidance or consensus. We are not aware of any significant transactions that have been recognized in the financial statements in a different period other than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statement involves the allowance for doubtful accounts. Management's estimate of the allowance for doubtful accounts is based on an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to compute the allowance for doubtful accounts in determining its reasonableness in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was described in Note 4 on the amounts earned by parties associated with the subtenancy.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 20, 2013.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Partnership's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the company's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Supplementary Information

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the management of The John Stewart Company and the Treasure Island Development Authority (TIDA) and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Schedule – Uncorrected Misstatements

Client:	*20107 - Treasure Island*
Engagement:	*2012 -120 - Treasure Island*
Period Ending:	*12/31/2012*
Trial Balance:	*A-01 - TB*
Workpaper:	*B-01 - Passed Journal Entries Report*

Account	Description	W/P Ref	Debit	Credit
Proposed JE # 6		02-01		
Pass on increasing the allowance for doubtful accounts.				
6370-000-001	Collection Loss		15,000.00	
1131-000-001	Allowance For Bad Debt			15,000.00
Total			15,000.00	15,000.00

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

June 5, 2013

Dear Treasure Island resident,

As you may be aware Treasure Island has experienced three separate fires in the past few months, resulting in varying degrees of visible damage to residential units in the Treasure Island residential area. I want to keep the residential community abreast on progress to-date assisting the affected residents and repairing the damage to the affected units. First, I want to take this opportunity to underscore the importance of individual and community disaster and fire safety preparedness and education.

Basic steps that you as a member of the Island community can take to assure awareness of fire safety and reduce household hazards include, but are not limited to:

- **Notifying your residential property manager immediately of malfunctioning smoke detectors or fire extinguishers in your unit;**

- **Formulating and practicing a family emergency plan including evacuation routes from your unit and outdoor meeting locations;**

- **Participating in community preparedness training programs like the San Francisco Fire Department Neighborhood Emergency Response Team (SF NERT) program and Red Cross volunteer programs; and**

- **Learning Fire Safety Tips for Adults and Children by visiting the "Your Safety" section of the SFFD's website (www.sf-fire.org)**

On February 16, 2013 a residential structure fire caused heavy damage to 1223 Mariner Drive. In the immediate aftermath of the fire, the building's residential property manager Community Housing Partnership (CHP) relocated the affected tenants to other units on Treasure Island and continues helping these tenants recover or replace their belongings. CHP has secured the building with temporary fencing and is developing a preliminary scope of work and cost estimates for repair of the building. Completion of repair work is expected in approximately four to six months.

On May 5, 2013 a fire originated inside an individual unit at 1402 Sturgeon Street. Direct fire damage was limited to the interior of the unit where the fire originated. Residents in the two adjacent units have been relocated to other units on Treasure Island by the residential property manager, The Villages at Treasure Island (The Villages) due to associated smoke odor.

On May 17, 2013 a fire originated at an individual unit at 1115 Keppler Court. Direct fire damage was limited to the interior of the unit where the fire originated. Residents in the affected unit have been relocated to other units on Treasure Island by the residential property manager, The Villages. Residents in one adjacent unit were displaced overnight, but returned to their unit the following evening. The other adjacent unit is currently vacant.

The Villages has secured all affected units and is developing a preliminary scope of work and cost estimates for repair of both the Sturgeon Street and Keppler Court properties.

I wish to thank all members of the Island community who have contributed to the relocation and recovery of those residents affected by the recent fires. Specifically I wish to thank Community Housing Partnership, Catholic Charities/CYO and The Villages at Treasure Island for their dedication and efforts towards supporting the impacted residents and families. The resiliency of the Island community in pulling together to support their neighbors has been truly inspiring - good neighbors indeed.

Sincerely,

Mirian Saez
Director of Island Operations

Healthy Housing - Environmental Hazards Training for Property Managers

Treasure Island, San Francisco
May 23, 2013

Presented by the Division of Environmental and Occupational Disease Control, CA Department of Public Health in collaboration with the San Francisco Department of Public Health

AGENDA

TIME	TOPIC
1:00	Registration
1:15	Introduction - Course Objectives - 7 Principles of Healthy Housing
1:30	Local Concerns
1:50	Mold, Moisture and Ventilation
2:40	BREAK
2:50	Pest Infestation and Integrated Pest Management
3:50	Lead Paint and Other Hazards
4:30	Review, Q and A
5:00	Adjourn

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
410 AVENUE OF THE PALMS,
BLDG. ONE, 2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFGOV.ORG/TREASUREISLAND

EDWIN LEE, MAYOR

NOTICE OF MEETING CANCELLATION

Please note that the Tuesday, June 4, 2013 meeting of the Treasure Island/Yerba Buena Island Citizens' Advisory Board (CAB) has been CANCELLED.

Please contact Kate Austin at (415) 749-2403 with any questions.

RECYCLED PAPER

MEETING AGENDAS AVAILABLE ON E-MAIL

If you would like to receive TICAB meeting agendas by e-mail, please send your name and e-mail address to TICAB@sfgov.org.

Disability Access

The Treasure/Yerba Buena Island Citizen Advisory Board meets on Treasure Island in Building 442, City Hall, 1 Dr. Carlton Goodlett Place or at the San Francisco Redevelopment Agency. All buildings are accessible to persons using wheelchairs, and others with disabilities. For American Sign Language interpreters or use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please telephone 554-6789 or 274-0660 at least 48 hours before a meeting.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the City accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

The closest accessible BART is Civic Center, three blocks from the City Hall at the intersection of Market, Grove and Hyde Streets. Accessible MUNI lines serving this location are: #42 Downtown Loop, 9 San Bruno and the #71 Haight/Noriega. Accessible Muni Metro lines are J, K, L, M and N stopping at the Muni Metro Civic Center Station at Market and Van Ness. For more information about MUNI accessible services, call 923-6142. Accessible curbside parking is available on Grove Street.

TREASURE ISLAND WEBSITE

Check out the Treasure Island website at www.sfgov.org/treasureisland to find out about activities and facilities on Treasure Island, special events venues for rent, or to review the Treasure Island Development Authority's agendas and minutes.

Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site http://www.sfgov.org/ethics/.

Know Your Rights Under the Sunshine Ordinance

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. The Sunshine Ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review.

For more information on your rights under the Sunshine Ordinance [Chapter 67 of the San Francisco Administrative Code] or to report a violation of the ordinance, contact Donna Hall by mail at Sunshine Ordinance Task Force at City Hall, Room 409, 1 Carlton B. Goodlett Place, San Francisco, CA 94102-4683. The Task Force's telephone and fax numbers are (415) 554-7724 and (415) 554-5163 (fax) or by email at Donna_Hall@sfgov.org. Copies of the Sunshine Ordinance can be obtained from the Clerk of the Sunshine Task Force, the San Francisco Public Library and on the City's website at www.sfgov.org/bdsupvrs/sunshine/ordinance.

THE SAN FRANCISCO-OAKLAND
BAY BRIDGE SEISMIC SAFETY PROJECTS

Public Announcement

TREASURE ISLAND/YERBA BUENA ISLAND
BAY BRIDGE UPDATE
Westbound On Ramp to Bay Bridge Closure
Nightly – Sunday, June 2, 2013 through Tuesday, June 4, 2013
11:00 PM – 5:00 AM

From Sunday, June 2 to Tuesday, June 4, the Yerba Buena Island Westbound on-ramp will be closed from 11:00 p.m. – 5:00 a.m. as crews perform necessary maintenance and construction activities. Please follow the detour instructions below and watch for construction message signs.

For Westbound travelers to San Francisco please do the following:

- Continue Eastbound until you reach the Oakland side of the bridge.
- Stay in the far left lane and exit into the far left shoulder median.
- Look for a break at the Toll Plaza median.
- At the break near the metering light bar you will see an area that you may use as a turn-around. At this location you may turn around without having to travel through the Toll Plaza. No toll fees are collected at this location.
- Follow the directions on message sign boards for Westbound (WB) detour.
- Continue Westbound back onto the bridge using caution as you merge back into the Westbound traffic from the shoulder.
- Detour will be removed as soon as the work is completed.
- Should you miss this turn-around, continue to the next exit, follow signs to re-enter Westbound I-80 to San Francisco, at this point, toll fees will be applicable.

For more project information or questions about closures and detours, please contact Margena Wade at 415 286-1553 or email at mwade@mtc.ca.gov. Please drive safe and slow for the cone zones.

THE SAN FRANCISCO-OAKLAND
BAY BRIDGE SEISMIC SAFETY PROJECTS
CALTRANS · BAY AREA TOLL AUTHORITY · CALIFORNIA TRANSPORTATION COMMISSION

Public Announcement

TREASURE ISLAND/YERBA BUENA ISLAND
BAY BRIDGE UPDATE
Closure of the Eastbound I-80 Off-Ramp to YBI/TI
Nightly – Saturday, June 8, 2013 through Monday, June 10, 2013
11:00 PM – 5:00 AM

From Saturday, June 8 to Monday, June 10, the Yerba Buena Island/Treasure Island Eastbound off-ramp from San Francisco will be closed from 11:00 p.m. – 5:00 a.m. as crews perform necessary maintenance and construction activities. Please follow the detour instructions below and watch for construction message signs.

For Eastbound travelers from San Francisco please do the following:

- Continue Eastbound until you reach the Oakland side of the bridge.
- Stay in the far left lane and exit into the far left shoulder median.
- Look for a break at the Toll Plaza median.
- At the break near the metering light bar you will see an area that you may use as a turn-around. At this location you may turn around without having to travel through the Toll Plaza. No toll fees are collected at this location.
- Follow the directions on message sign boards for Westbound (WB) detour.
- Continue Westbound back onto the bridge using caution as you merge back into the Westbound traffic from the shoulder.
- Please see attached map marked Eastbound detour as a reference.
- Detour will be removed as soon as the work is completed.
- Should you miss this turn-around, continue to the next exit, follow signs to re-enter Westbound I-80 to San Francisco, at this point, toll fees will be applicable.

For more project information or questions about closures and detours, please contact Margena Wade at 415 286-1553 or email at mwade@mtc.ca.gov. Please drive safe and slow for the cone zones.

TI-133/2wk

SAFE

SAFETY AWARENESS FOR EVERYONE

SAFE: Urban Communities and Community Leadership Workshops

We believe that when communities become informed, empowered, and motivated, leaders emerge from among them. That such leaders act to bring clarity to important issues, build unity around a cause, and are able to act as the voice of the community. Lastly, we believe that when such leaders are given an understanding of and access to the to the systems governing their communities, they gain a crucial foothold in the process of civic engagement which allows them to channel resources and information into their community, thereby acting as catalysts of change.

Presented in partnership with the TI Community Watch, Treasure Island Homeless Development Initiative, Catholic Charities CYO, and Treasure Island Development Authority.

Join us in making Treasure Island a safer place to live and work

Open to teens and adults who live or work on Treasure Island.

Workshops will be held once a week. Topics include community assessment, identifying stakeholders, values based goal setting, servant leadership, and practical skills.

Together we will reduce crime and build a stronger more cohesive community by teaching the skills necessary for community building, goal setting, collaboration, and problem solving.

Food and childcare provided, stipends for those who complete the program.

Informational Kickoff and workshop signup, open to all who live or work on TI

Thursday, June 6th, from 6:00pm to 7:30pm Ship Shape, 497 Ave I, San Francisco, Treasure Island, CA 94130

Workshops to be held on Thursdays, advance registration required. Limited spaces are available. Register for the workshops by attending the kickoff or call Troy Sanders. For more information contact

Troy Sanders, Public Safety Specialist
San Francisco SAFE Inc.
Hall of Justice, Room 135
850 Bryant Street, San Francisco CA 94103
Phone: 415.553.1966 , Email: troy@sfsafe.org , Fax: 415.553.1967

Treasure Island/Yerba Buena Island Community Clean-Up Day

Saturday, June 15th, 2013 - 9:00 AM - 12:30 PM

TIHDI Service Space Parking Lot - Avenue D and 9th Street

For Island Residents Only

Recology Golden Gate will be on hand to accept:

- Appliances
- Curbside recyclable material (cans, glass, bottles, plastic bottles, cardboard and all paper)
- Scrap Metal (any item that contains metal, such as kitchen chair, lamps, pipes, bird cage, bed frame, etc.)
- Mattresses and Box Springs (including full mattresses)
- Electronics (including stereo equipment, VCR's, old telephones and microwaves)
- Household Batteries
- Fluorescent light bulbs and tubes
- Used motor oil and filters

Goodwill Industries will be on hand to accept:

- Used computers, computer equipment and computer peripherals.
- Donations of reusable items in resale condition of items ,including but not limited to, clothing, purses, shoes, books, CDs, DVDs, games, televisions & other household electronics

PLEASE NOTE: Household hazardous waste such as paint, solvents, pesticides, adhesives, will NOT be collected at this Event. Such waste can be disposed of at the San Francisco Household Hazardous Waste Collection Facility Thursday through Saturday from 8:00 AM to 4:00 PM. For more information visit http://www.sfhazwaste.com

Island residents are also eligible for Recology's Door-to-Door hazardous waste pick-up program. Please call **415-330-1405** for more information.

Used cooking oil/grease will NOT be accepted at this event. Please use the permanent on-Island SFPUC Greasecycle Station located at Island Cove Market - 150 4th Street

SFEnvironment
Our home. Our city. Our planet.
SFEnvironment.org • (415) 355 3700
A Department of the City and County of San Francisco

Recology

Goodwill
SAN FRANCISCO | SAN MATEO | MARIN
We Create Solutions to Poverty Through the Businesses We Operate

DUMPING MATERIALS AHEAD OF THE EVENT IS PROHIBITED—OFFENDERS WILL BE PROSECUTED

Focusing on the Future

Diversifying Our Water Supply – Developing New Water Sources

With 2.6 million customers relying on our water system, we are focused on the need to conserve our existing drinking water supply while developing additional water supplies to serve our needs. In San Francisco, we are diversifying our local water supply by implementing groundwater and recycled water projects. We are also asking you, our customers, to support these efforts by conserving water and investing in rainwater harvesting or graywater systems at your home or business.

Groundwater, otherwise known as well water, and recycled water, highly treated water reclaimed from our sewers, offer critical additions to our water portfolio. By using these sources for irrigation and other approved uses, we can ensure a reliable water supply for the future.

Your thoughts and input on our efforts are important. Please help us by taking our online survey at sfwater.org/localsupply.
(Smartphone users can scan the QR code to the right for direct survey access).

OR SURVEY CODE

Our combined efforts today will allow us to reliably serve you and the coming generations.

San Francisco
Public Utilities Commission

ANSON MORAN
President

FRANCESCA VIETOR
Commissioner

ART TORRES
Vice President

VINCE COURTNEY
Commissioner

ANN MOLLER CAEN
Commissioner

ED HARRINGTON
General Manager

Water quality policies are decided at Commission hearings, held the second and fourth Tuesdays of each month at 1:30 pm at San Francisco City Hall, Room 400.

For more information about this report, contact Communications at **415-554-3289** or email **info@sfwater.org**.

San Francisco
Water Power Sewer

Services of the San Francisco Public Utilities Commission

sfwater.org

Water Quality

Our Water Quality Division regularly collects and tests water samples from reservoirs and designated sampling points throughout the system to ensure that the water delivered to you meets or exceeds federal and state drinking water standards. In 2011, Water Quality staff conducted more than 103,000 drinking water tests in the transmission and distribution systems. This monitoring effort is in addition to the extensive treatment process control monitoring performed by our certified and knowledgeable treatment plant staff and online instruments.

As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Such substances are called contaminants. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk.

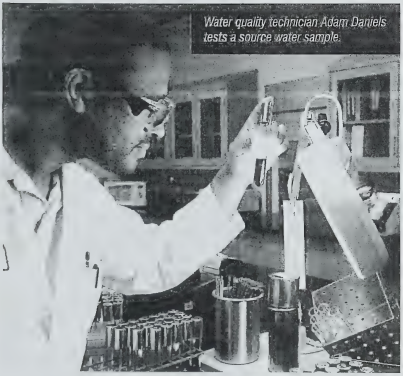
In order to ensure that tap water is safe to drink, the United States Environmental Protection Agency (USEPA) and California Department of Public Health (CDPH) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. CDPH regulations also establish limits for contaminants in bottled water that provide the same protection for public health.

Contaminants and Regulations

More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline **800-426-4791**.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, that can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, that are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
- Radioactive contaminants, that can be naturally occurring or be the result of oil and gas production and mining activities.



Water quality technician Adam Daniels tests a source water sample.

Special Health Needs

All water utilities are required to use the following special health message in their annual water quality reports.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons, such as those with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly people, and infants can be particularly at risk from infections.

These people should seek advice about drinking water from their health care providers. USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline **800-426-4791** or at **www.epa.gov/safewater.**

Help us keep our water delicious.
Dial 311 to report water quality issues.

Treasure Island/Yerba Buena Island - Water Quality Data for Year 2011

The table below lists all 2011 detected drinking water contaminants and the information about their typical sources. Contaminants below detection limits are not shown, in accord with California Department of Public Health (CDPH) guidance. The CDPH allows us to monitor for some contaminants less than once per year because their concentrations do not change frequently. We received from the CDPH a monitoring waiver for some contaminants that were absent in the water. Key water quality terms are defined in the panel on the next page.

DETECTED CONTAMINANTS	UNIT	MCL	PHG OR (MCLG)	RANGE OR LEVEL FOUND	AVERAGE OR [MAX]	MAJOR SOURCES IN DRINKING WATER
TURBIDITY						
For Unfiltered Hetch Hetchy Water	NTU	5	N/A	0.2 - 0.7 [1]	[2.1] [2]	Soil runoff
For Filtered Water from Sunol Valley Water Treatment Plant (SVWTP)	NTU	1 [3]	N/A	-	[0.36]	Soil runoff
	-	min 95% of samples ≤0.3 NTU [3]	N/A	99.9% - 100%	-	Soil runoff
For Filtered Water from Harry Tracy Water Treatment Plant (HTWTP)	NTU	1 [3]	N/A	-	[0.18]	Soil runoff
	-	min 95% of samples ≤0.3 NTU [3]	N/A	100%	-	Soil runoff
DISINFECTION BYPRODUCTS AND PRECURSOR						
Total Trihalomethanes	ppb	80	N/A	37 - 62	[55] [4]	Byproduct of drinking water chlorination
Haloacetic Acids	ppb	60	N/A	35 - 53	[44] [4]	Byproduct of drinking water chlorination
Total Organic Carbon [5]	ppm	TT	N/A	1.5 - 2.2	1.8	Various natural and man-made sources
MICROBIOLOGICAL						
Total Coliform	-	NoP ≤5.0% of monthly samples	(0)	-	[1.7%]	Naturally present in the environment
Giardia lamblia	cyst/L	TT	(0)	ND - 0.07	[0.07]	Naturally present in the environment
INORGANIC CHEMICALS						
Fluoride (source water) [6]	ppm	2.0	1	ND - 0.8	0.3 [7]	Erosion of natural deposits
Chloramine (as chlorine)	ppm	MRDL = 4.0	MRDLG = 4	0.05 - 3	[1.5] [10]	Drinking water disinfectant added for treatment
RADIONUCLIDES						
Radium-226	pCi/L	N/A	0.05	ND - 1.2	<1	Erosion of natural deposits

CONSTITUENTS WITH SECONDARY STANDARDS	UNIT	SMCL	PHG	RANGE	AVERAGE	TYPICAL SOURCES OF CONTAMINANT
Aluminum [8]	ppb	200	600	ND - 53	<50	Erosion of natural deposits
Chloride	ppm	500	N/A	3 - 20	11	Runoff / leaching from natural deposits
Color	unit	15	N/A	<5 - 9	<5	Naturally occurring organic materials
Specific Conductance	µS/cm	1600	N/A	39 - 289	181	Substances that form ions when in water
Sulfate	ppm	500	N/A	1.3 - 36	18	Runoff / leaching from natural deposits
Total Dissolved Solids	ppm	1000	N/A	83 - 194	132	Runoff / leaching from natural deposits
Turbidity	NTU	5	N/A	0.06 - 0.35	0.16	Soil runoff

LEAD AND COPPER [9]	UNIT	AL	PHG	RANGE	90TH PERCENTILE	MAJOR SOURCES IN DRINKING WATER
Copper	ppb	1300	300	9 - 239	146	Corrosion of household plumbing systems
Lead	ppb	15	0.2	<1 - 177	15	Corrosion of household plumbing systems

OTHER WATER QUALITY PARAMETERS	UNIT	ORL	RANGE	AVERAGE
Alkalinity (as $CaCO_3$)	ppm	N/A	10 - 84	49
Calcium (as Ca)	ppm	N/A	3 - 24	13
Chlorate [10]	ppb	(800) NL	36 - 488	89
Hardness (as $CaCO_3$)	ppm	N/A	10 - 98	57
Magnesium	ppm	N/A	ND - 8.2	4.9
pH	-	N/A	6.7 - 9.7	8.6
Sodium	ppm	N/A	3 - 20	13.5

KEY:

< / ≤ = less than / less than or equal to
AL = Action Level
Max = Maximum
Min = Minimum
N/A = Not Available
ND = Non-detect
NL = Notification Level
NoP = Number of Coliform-Positive Sample
NTU = Nephelometric Turbidity Unit
ORL = Other Regulatory Level
ppb = part per billion
ppm = part per million
µS/cm = microSiemens / centimeter

FOOTNOTES: (1) Turbidity is measured every four hours. These are monthly average turbidity values. **(2)** This is the highest turbidity of the unfiltered water served to customers in 2011. The turbidity spike was the result of flow rate change, and it was not observed downstream at Alameda East. **(3)** There is no turbidity MCL for filtered water. The limits are based on the TT requirements in the State drinking water regulations. **(4)** This is the highest quarterly running annual average value. **(5)** Total organic carbon is a precursor for disinfection byproduct formation. The TT requirement applies to the filtered water from the SVWTP only. **(6)** We add fluoride to the naturally occurring level to help prevent dental caries in consumers. The CDHP requires our fluoride levels in the treated water to be maintained within a range of 0.8 ppm - 1.5 ppm. In 2011, the range and average of our fluoride levels were 0.6 - 1.3 ppm and 1.0 ppm, respectively. **(7)** The naturally occurring fluoride levels in the Hetch Hetchy and SVWTP raw water were ND and 0.12 ppm, respectively. The HTWTP raw water had elevated fluoride levels of 0.6 ppm - 0.8 ppm due to the continued supply of the fluoridated Hetch Hetchy & SVWTP treated water into the Lower Crystal Springs Reservoir, which supplies water via the San Andreas Reservoir to the HTWTP for treatment. **(8)** Aluminum also has a primary MCL of 1000 ppb. **(9)** The most recent Lead and Copper Rule monitoring was in August 2009. Two of 19 water samples collected at consumer taps had lead concentration above the Action Level. **(10)** The detected chlorate in treated water is a degradation byproduct of sodium hypochlorite, the primary disinfectant we use for water disinfection. **Note:** Additional water quality data may be obtained by calling the SFPUC Water Quality Division toll free number at **877-737-8297**.

Key Water Quality Terms

Following are definitions of key terms noted on the adjacent water quality data table. These terms refer to standards and goals for water quality described below.

Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the USEPA.

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs or MCLGs as is economically and technologically feasible. Secondary MCLs (SMCLs) are set to protect the odor, taste, and appearance of drinking water.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Primary Drinking Water Standard (PDWS): MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

Regulatory Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

Turbidity: A water clarity indicator that is also used to indicate the effectiveness of the filtration plants. High turbidity can hinder the effectiveness of disinfectants.

Cryptosporidium is a parasitic microbe found in most surface water. We regularly test for this waterborne pathogen, and found it at very low levels in source water and treated water in 2011. However, current test methods approved by the USEPA do not distinguish between dead organisms and those capable of causing disease. Ingestion of *Cryptosporidium* may produce symptoms of nausea, abdominal cramps, diarrhea, and associated headaches. *Cryptosporidium* must be ingested to cause disease, and it may be spread through means other than drinking water.

Reducing Lead from Plumbing Fixtures

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high-quality drinking water, but cannot control the variety of materials used in plumbing components. There are no known lead service lines in your water distribution system. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline **800-426-4791,** or at **www.epa.gov/safewater/lead**.

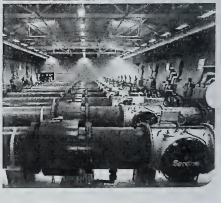
In addition to efforts to protect water sources from lead contamination, we are taking the following actions to minimize customer exposure to lead in water by:

- Replacing brass meters with lead-free automated water meters.
- Partnering with the San Francisco Department of Public Health to offer free lead tests for clients enrolled in the Women, Infants and Children (WIC) program. Eligible clients should call the WIC program and request a voucher for a free lead test of their tap water.
- Offering customers low-cost water testing for lead ($25 per tap). Call **877-737-8297** for a water test today.

$4.6 Billion Water System Upgrade Adds Advanced Disinfection Technology

In 2011, our Tesla Ultraviolet Treatment Facility was brought online to provide advanced disinfection targeting biological pathogens ranging from bacteria and viruses to protozoa, such as the *Cryptosporidium* parasite.

Our state-of-the-art facility uses cost effective, chemical-free ultraviolet light to kill biological organisms efficiently without slowing the flow of our gravity-fed water supply. With a capacity of 315 million gallons per day, the facility is the largest UV drinking water treatment plant in California, and the third largest in the nation.



This facility is one of more than 80 projects in the $4.6 billion Hetch Hetchy Water System Improvement Program – a voter-approved infrastructure program to repair, replace and seismically upgrade our regional water system.

Our Drinking Water Sources

"The source is so clean and protected that we are not required to filter water from the Hetch Hetchy Reservoir."

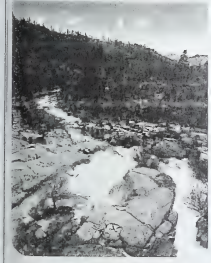
The sources of drinking water (both tap water and bottled water) include rivers, lakes, oceans, streams, ponds, reservoirs, springs, and wells. For our system, the major water source originates from spring snowmelt flowing down the Tuolumne River to the Hetch Hetchy Reservoir, where it is stored. This pristine Sierra water source meets all federal and state criteria for watershed protection. We also maintain stringent disinfection treatment practices, extensive bacteriological-quality monitoring, and high operational standards. As a result, the CDPH and USEPA have granted the Hetch Hetchy water source a filtration exemption. In other words, the source is so clean and protected that we are not required to filter water from the Hetch Hetchy Reservoir.

Hetch Hetchy water is supplemented with surface water from two local watersheds. Rainfall and runoff from the Alameda Watershed – within the greater 128,424-acre Southern Alameda Creek Watershed and spanning more than 35,000 acres in Alameda and Santa Clara counties – are collected in the Calaveras and San Antonio reservoirs and treated at the Sunol Valley Water Treatment Plant.

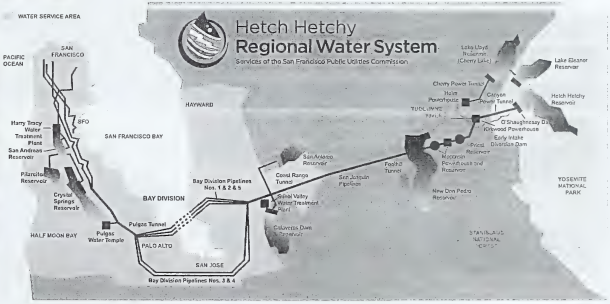
Rainfall and runoff from the 23,000-acre Peninsula Watershed in San Mateo County are stored in Crystal Springs, San Andreas, and Pilarcitos reservoirs and treated at the Harry Tracy Water Treatment Plant.

In 2011, the Hetch Hetchy Watershed provided approximately 85% of our total water supply, with the remainder contributed by the two local watersheds.

Help us plan for the future! Take our water supply survey, scan the QR code or visit sfwater.org/localsupply



We safeguard the pristine quality of our watersheds.



Protecting Our Watersheds

We actively protect the water resources entrusted to our care. Our annual Hetch Hetchy Watershed survey evaluates the sanitary conditions, water quality, potential contamination sources, and the results of watershed management activities conducted with partner agencies, such as the National Park Service and US Forest Service. We work cooperatively with these partner agencies and provide almost $5 million annually to the National Park Service to support water quality and watershed protection efforts around our watersheds. We also conduct sanitary surveys every five years to detect and track sanitary concerns for the Bay Area watersheds and the approved standby water sources in Early Intake Watershed, which includes Cherry Lake and Lake Eleanor. The latest 5-year survey was completed in 2011 for the period of 2006 - 2010. These surveys identified wildlife, stock, and human activities as potential contamination sources. They are available for review at the CDPH San Francisco District office, **510-620-3474**.

San Francisco
Water
Power
Sewer

Services of the San Francisco
Public Utilities Commission

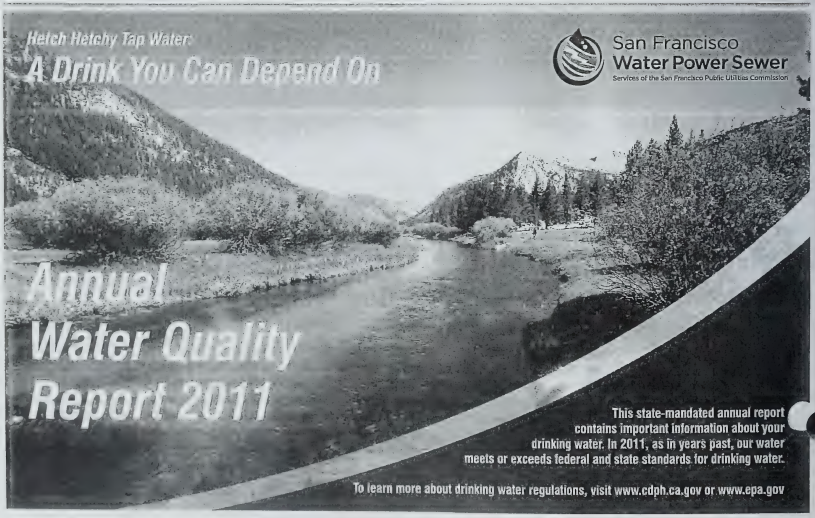
P.O. Box 7369
San Francisco, CA 94120-7369

This report contains important information about your drinking water. Translate it, or speak with someone who understands it.

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.

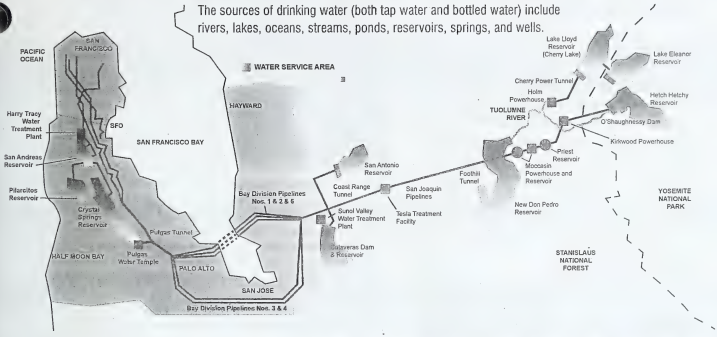
此份水質報告，內有重要資訊。請找他人為你翻譯和解說清楚。

Q.TWB.20120612

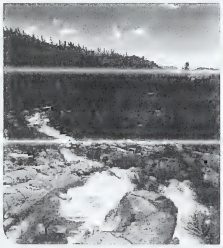

Hetch Hetchy Tap Water:
A Drink You Can Depend On
San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission
Annual
Water Quality
Report 2011
This state-mandated annual report contains important information about your drinking water. In 2011, as in years past, our water meets or exceeds federal and state standards for drinking water.
To learn more about drinking water regulations, visit www.cdph.ca.gov or www.epa.gov

Our Drinking Water Sources and Treatment

The sources of drinking water (both tap water and bottled water) include rivers, lakes, oceans, streams, ponds, reservoirs, springs, and wells.



For our system, the major water source originates from spring snowmelt flowing down the Tuolumne River to storage in Hetch Hetchy Reservoir. Our pristine Sierra water source [illegible] all federal and state [illegible] for watershed protection. We also maintain stringent disinfection treatment practices, extensive bacteriological-quality monitoring, and high operational standards. As a result, the United States Environmental Protection Agency (USEPA) and California Department of Public Health (CDPH) have granted that no filtration is required for the Hetch Hetchy water source. In other words, the source is so clean and protected that we are not required to filter water from Hetch Hetchy Reservoir.



Protecting Our Watersheds

Our annual Hetch Hetchy Watershed Sanitary Survey evaluates the sanitary conditions, water quality, potential contamination sources, and the results of watershed management activities with partner agencies (such as the National Park Service and US Forest Service). We also conduct sanitary surveys every five years to detect and track sanitary concerns for the Bay Area watersheds and the approved standby water sources in Early Intake Watershed, which includes Cherry Lake and Lake Eleanor. The latest 5-year surveys were completed in 2011 for the period of 2006-2010.

These surveys identified wildlife, stock, and human activities as potential contamination sources. The reports are available for review at the CDPH San Francisco District office, 510-620-3474.

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In 2012, the Hetch Hetchy Watershed provided the majority of our total water supply, with the remainder contributed by the two local watersheds.

Water Quality

Our Water Quality Division (WQD) regularly collects and tests water samples from reservoirs and designated sampling points throughout the system to ensure the water delivered to you meets or exceeds federal and state drinking water standards. In 2012, WQD staff conducted more than 90,250 drinking water tests in the transmission and distribution systems. This is in addition to the extensive treatment process control monitoring performed by our certified operators and online instruments.

As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Such substances are called contaminants.

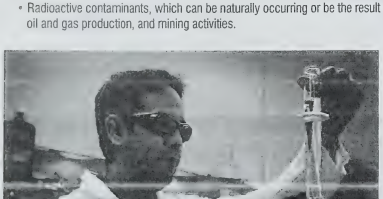
Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. In order to ensure that tap water is safe to drink, the USEPA and CDPH prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. CDPH regulations also establish limits for contaminants in bottled water that provide the same protection for public health.

Contaminants and Regulations

More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline **800-426-4791**.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, that can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production, and mining activities.



Emerging Contaminant Monitoring

Unregulated microorganisms and synthetic or naturally-occurring chemicals that are not commonly monitored by water utilities are termed contaminants of emerging concern (CEC). More than 100,000 chemicals are registered in the US, and new chemicals are registered and new microorganisms are identified everyday. Some of these contaminants can be detected at extremely low levels in the environment by ever-improving laboratory methods. The health significance of these trace contaminants is typically unknown. We are proactively addressing CEC through participation in national research projects and conducting independent monitoring of our source waters. To learn more, visit sfwater.org/CEC.

Reducing Lead from Plumbing Fixtures

Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. There are no known lead service lines in our water distribution syst[illegible] are responsible for providing high-quality [illegible] water, but cannot control the variety of materials used in plumbing components. Lead levels at your home may be higher than at other homes as a result of materials used in your home's plumbing.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Infants and young children are typically more vulnerable to lead in drinking water than the general population. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead levels in your home's water, you may wish to have your water tested. Additional information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the USEPA's Safe Drinking Water Hotline **800-426-4791**, or at **www.epa.gov/safewater/lead**.

In addition to efforts to protect water sources from lead contamination, we are taking actions to minimize customer exposure to lead in water by:

- Offering, in partnership with the San Francisco Department of Public Health, free lead test vouchers for clients enrolled in the Women, Infants and Children (WIC) program.
- Offering low-cost water tests for lead ($25 per tap). To request a test, call 877-737-8297.

Special Health Needs

The following is standard language required by the USEPA for inclusion in all [illegible] water agency annual water quality reports.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons, such as those with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly people, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Centers for Disease Control guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the USEPA's Safe Drinking Water Hotline **800-426-4791** or at **www.epa.gov/safewater**.

Key Water Quality Terms

Following are definitions of key terms referring to standards and goals of water quality noted on the adjacent data table.

Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the USEPA.

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs or MCLGs as is economically and technologically feasible. Secondary MCLs (SMCLs) are set to protect the odor, taste, and appearance of drinking water.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Primary Drinking Water Standard (PDWS): MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

Regulatory Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

Turbidity: A water clarity indicator that measures cloudiness of the water, and is also used to indicate the effectiveness of the filtration system. High turbidity can hinder the effectiveness of disinfectants.

Cryptosporidium is a parasitic microbe found in most surface water. We regularly test for this waterborne pathogen, and found it at very low levels in source water and treated water in 2012. However, current test methods approved by the USEPA do not distinguish between organisms and those capable of causing disease. Inges[illegible] of *Cryptosporidium* may produce symptoms of nausea, abdominal cramps, diarrhea, and associated headaches. *Cryptosporidium* must be ingested to cause disease, and it may be spread through means other than drinking water.

Treasure Island / Yerba Buena Island – Water Quality Data for Year 2012

The table below lists all 2012 detected drinking water contaminants and the information about their typical sources. Contaminants below detection limits for reporting are not shown, in accord with regulatory guidance. We received from the CDPH a monitoring waiver for some contaminants such that their monitoring frequencies are less than annual.

DETECTED CONTAMINANTS	UNIT	MCL	PHG OR (MCLG)	RANGE OR LEVEL FOUND	AVERAGE OR [MAX]	MAJOR SOURCES IN DRINKING WATER
TURBIDITY						
Unfiltered Hetch Hetchy Water	NTU	5	N/A	0.2 - 0.5 [1]	[2.8] [2]	Soil runoff
Filtered Water from Sunol Valley Water Treatment Plant (SVWTP)	NTU	1 [3]	N/A	-	[0.26]	Soil runoff
	-	min 95% of samples ≤0.3 NTU [3]	N/A	100%	-	Soil runoff
Filtered Water from Harry Tracy Water Treatment Plant (HTWTP)	NTU	1 [3]	N/A	-	[0.17]	Soil runoff
	-	min 95% of samples ≤0.3 NTU [3]	N/A	100%	-	Soil runoff
DISINFECTION BYPRODUCTS AND PRECURSOR						
Total Trihalomethanes	ppb	80	N/A	24 - 48	[35] [4]	Byproduct of drinking water disinfection
Haloacetic Acids	ppb	60	N/A	18 - 41	[30] [4]	Byproduct of drinking water disinfection
Total Organic Carbon [5]	ppm	TT	N/A	2.3 - 3.7	2.7	Various natural and man-made sources
MICROBIOLOGICAL						
Total Coliform	-	NoP ≤5.0% of monthly samples	(0)	-	[2.3%]	Naturally present in the environment
Giardia lamblia	cyst/L	TT	(0)	<0.01 - 0.06	<0.01	Naturally present in the environment
INORGANICS						
Fluoride (source water) [6]	ppm	2.0	1	ND - 0.8	0.3 [7]	Erosion of natural deposits; water additive to promote strong teeth
Chloramine (as chlorine)	ppm	MRDL = 4.0	MRDLG = 4	<0.05 - 2.8	[2.0] [8]	Drinking water disinfectant added for treatment

CONSTITUENTS WITH SECONDARY STANDARDS	UNIT	SMCL	PHG	RANGE	AVERAGE	TYPICAL SOURCES OF CONTAMINANT
Aluminum [9]	ppb	200	600	ND - 90	ND	Erosion of natural deposits; some water treatment residue
Chloride	ppm	500	N/A	2 - 20	12.3	Runoff / leaching from natural deposits
Color	unit	15	N/A	<5 - 7	<5	Naturally occurring organic materials
Specific Conductance	µS/cm	1600	N/A	31 - 344	202	Substances that form ions when in water
Sulfate	ppm	500	N/A	0.9 - 40	20	Runoff / leaching from natural deposits
Total Dissolved Solids	ppm	1000	N/A	<20 - 195	108	Runoff / leaching from natural deposits
Turbidity	NTU	5	N/A	0.1 - 0.2	0.1	Soil runoff

LEAD AND COPPER [10]	UNIT	AL	PHG	RANGE	90TH PERCENTILE	MAJOR SOURCES IN DRINKING WATER
Copper	ppb	1300	300	<1 - 554	138	Internal corrosion of household water plumbing systems
Lead	ppb	15	0.2	<1 - 49.4	15	Internal corrosion of household water plumbing systems

OTHER WATER QUALITY PARAMETERS	UNIT	ORL	RANGE	AVERAGE
Alkalinity (as $CaCO_3$)	ppm	N/A	10 - 111	61
Bromide	ppb	N/A	<10 - 24	<10
Calcium (as Ca)	ppm	N/A	3 - 28	15
Chlorate [11]	ppb	(800) NL	53 - 399	221
Hardness (as $CaCO_3$)	ppm	N/A	8 - 114	62
Magnesium	ppm	N/A	0.2 - 10.8	6.1
pH	-	N/A	6.7 - 9.7	8.5
Silica	ppm	N/A	3.2 - 5.3	4.1
Sodium	ppm	N/A	3 - 25	15.7

KEY:

< / ≤ = less than / less than or equal to
AL = Action Level
Max = Maximum
Min = Minimum
N/A = Not Available
ND = Non-Detect
NL = Notification Level
NoP = Number of Coliform-Positive Sample
NTU = Nephelometric Turbidity Unit
ORL = Other Regulatory Level
ppb = part per billion
ppm = part per million
µS/cm = microSiemens / centimeter

FOOTNOTES: (1) Turbidity is measured every four hours. These are monthly average turbidity values. **(2)** The highest turbidity of the unfiltered water in 2012 was 2.8 NTU but the water was not subject to customers. The brief turbidity spikes indicated in the table were not observed upstream in San Joaquin Pipelines. **(3)** There is no turbidity MCL for filtered water. The limits are based on the TT requirements for filtration systems in the State drinking water regulations. **(4)** This is the highest locational running annual average value. **(5)** Total organic carbon is a precursor for disinfection byproduct formation. The TT requirement applies to the filtered water from the SVWTP only. **(6)** We add fluoride to an optimum level of 1.0 ppm to help prevent dental caries in consumers. The CDPH specifies the fluoride levels in the treated water to be maintained within a range of 0.8 ppm - 1.5 ppm. In 2012, the range and average of the fluoride levels were 0.4 ppm - 1.3 ppm and 1.0 ppm, respectively. **(7)** The fluoride levels in the Hetch Hetchy and SVWTP raw water were ND and 0.2 ppm, respectively. The HTWTP raw water had elevated fluoride levels of 0.6 ppm - 0.8 ppm attributed to the raw water of fluoridated Hetch Hetchy & SVWTP treated water into the Lower Crystal Springs Reservoir, which supplies water via the San Andreas Reservoir to the HTWTP for treatment. **(8)** This is the highest quarterly running annual average value. **(9)** Aluminum also has a primary MCL of 1000 ppb. **(10)** The most recent Lead and Copper Rule monitoring was in August 2012. Three of the 21 site samples collected at consumer taps had lead concentrations above the AL. **(11)** The detected chlorate in the treated water is a degradation byproduct of sodium hypochlorite, the primary disinfectant we use for water disinfection. **Note:** The different water sources blended at different ratios throughout the year

For more information about this report, or for questions relating to drinking water, please call Steve Ritchie, Director of Water Quality, toll-free number at **(877) 737-8297**

San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

P.O. Box 7369
San Francisco, CA 94120-7369

Hetch Hetchy Tap Water. It's Delicious.

SF Water Power Sewer @sfwater

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Quality Matters.

Annual Water Quality Report 2012

This state-mandated annual report contains important information on the quality of your drinking water. Translate it, or speak with someone who understands it.

San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

San Francisco Public Utilities Commission

ART TORRES
President

VINCE COURTNEY
Vice President

ANN MOLLER CAEN
Commissioner

FRANCESCA VIETOR
Commissioner

ANSON MORAN
Commissioner

HARLAN L. KELLY, JR.
General Manager

Water quality policies are decided at Commission hearings, held the second and fourth Tuesdays of each month at 1:30 pm at San Francisco City Hall, Room 400.

For more information about this report, contact Michele Liapes at **415-554-3211** or email **Mliapes@sfwater.org**.

Every day, we deliver high-quality, efficient drinking water from the Hetch Hetchy Regional Water System to 2.6 million people and businesses in San Francisco, Alameda, Santa Clara, and San Mateo counties.

We generate clean, reliable electricity that powers 100% of San Francisco's vital services, including police and fire stations, streetlights, MUNI, SF General Hospital, and more.

TREASURE ISLAND NEWS

TREASURE ISLAND NEWS IS A COMMUNITY NEWSLETTER PRODUCED BY GOOD NEIGHBORS OF TREASURE ISLAND & YERBA BUENA ISLAND WITH INPUT & ASSISTANCE FROM ISLAND RESIDENTS, AGENCIES AND BUSINESSES

June 2013 Volume 5 Issue 6

From the Director of Island Operations

Treasure Island has experienced three separate fires in the past few months, and I wish to update the residential community on progress to-date assisting the affected residents and repairing the damage to the affected units. But as importantly, I want to use the opportunity to underscore the importance of individual and community disaster and fire safety preparedness.

Basic steps that members of the Island community can take to assure awareness of fire safety and reduce household hazards include, but are not limited to:

- **Notifying your residential property manager immediately of malfunctioning smoke detectors or fire extinguishers in your unit;**
- **Formulating and practicing a family emergency plan including evacuation routes from your unit and outdoor meeting locations;**
- **Participating in community preparedness training programs like the San Francisco Fire Department Neighborhood Emergency Response Team (SF NERT) program and Red Cross volunteer programs; and**
- **Learning Fire Safety Tips for Adults and Children by visiting the "Your Safety" section of the SFFD's website. www.sf-fire.org**

As you are likely aware, on February 16th a structure fire caused heavy damage to 1221 Mariner Drive, and on May 5th and May 17th, separate fires originating inside individual units at 1402 Sturgeon Street (May 5th) and 1115 Keppler Court (May 17th) caused damage to the interior of those two units.

The individual building's residential property managers, Community Housing Partnership (CHP) and the Villages at Treasure Island, relocated all tenants displaced or otherwise directly impacted by the fires to other units on Treasure Island. CHP, Catholic Charities/CYO and The Villages continue helping tenants recover from these incidents , and are also in the process of developing scopes of work and cost estimates for repairs to these buildings.

I wish to thank all members of the Island community who have contributed to the relocation and recovery of those residents affected by the recent fires. Specifically I wish to thank Community Housing Partnership, Catholic Charities/CYO and The Villages at Treasure Island for their dedication and efforts towards supporting the impacted residents and families. The resiliency of the Island community in pulling together to support their neighbors has been truly inspiring - good neighbors indeed.

Mirian Saez,

Director of Island Operations

Treasure Island Development Authority
One Avenue of Palms, Suite 241
Treasure Island
San Francisco, CA 94130

Phone: 415-274-0660
Fax: 415-274-0299

TREASURE ISLAND BOYS & GIRLS CLUB OFFERS A SUMMER PIOLET PROGRAM AT ERNEST INGOLD CLUBHOUSE

By S. Parish

The Boys and Girls club has served the Treasure Island community for 12 years, and for the first time are closing their doors for the summer. As part of a pilot program, the Treasure Island youth now have the opportunity to be bussed each day to the Ernest Ingold Clubhouse located in the Upper Haight, SF. Treasure Island parent Christine is excited to sign her daughter up for camp and also send her to Ernest Ingold Clubhouse so she can learn to swim. "I think it's great, I think it is a great way to get kids off the Island and experience other things in the city," she said.

Maxine Wilson Vice President of Operations for the Boys and Girls Club hopes that all the residents get as many Treasure Island youth as possible to regularly access the Clubhouse and expand their opportunities. The Ernest Ingold Clubhouse has provided services for kids in the Hayes Valley, Upper Haight and Western Addition neighborhoods since 1952 and will now serve the Treasure Island youth.

T.I. Clubhouse Education Director Hannah Bichkoff has spent the past week setting up programs for the Treasure Island youth, "I have the opportunity to utilize the space and resources and incorporate them into my programs," she said. This summer Bichkoff has designed a fun "mathletes relay" program that will utilize the swimming pool, while learning about mean, average and geometric objects. Bichkoff has also created an outdoor education and gardening program in Hayes Valley. With the Golden Gate park so close, the Treasure Island youth will go on field trips in the park this summer. The Ernest Ingold Club also offers a bigger kitchen to serve more children. With the organization 'Leah's Pantry,' more youth will have the opportunity to learn how to cook. Bichkoff is excited to see how the youth respond to their new environment. "I'm proud to be a part of this process and decision. We have some of the most special kids in the world, and I can't wait for them to have the resources to show their potential and live up to their capacity to be brilliant individuals," she said.

For parents who are hesitant for their kids to go off island for activities, Educational Director and now Ernest Ingold Clubhouse Director Spencer Tolliver said he understands that would be a natural feeling for parents to have. "As far as the Boys and Girls Club is concerned, safety is number one. Children need to be in a safe place and we want to be able to provide that at all times. The bus will have two staff going to and from the Clubhouse. We want the parents to feel and trust that their kids are going to be safe when they are coming over to the new Clubhouse," he said. The Clubhouse offers two meals a day, lunch and a snack, through a grant from Department of Children Youth and their Families, (DCYF). Tolliver's hope for the summer is to have as many kids signed up as possible for Camp Mendocino, a 10 day camp which offers confidence courses, an array of outdoor activities and a much fuller environmental experience.

The potential loss of the Treasure Island Clubhouse has impacted the community and other organizations on Treasure Island. Executive Director of the Treasure Island Homeless Development Initiative Sherry Williams said the T.I. Boys and Girls Club has served hundreds of children over the years and been the primary provider for all things youth on the island. "I can't imagine T.I. without them. They have stepped up to the plate in terms of addressing the needs of the families. They have changed their service model, added extra services and extra education, after school and summer programs," she said. Williams also said when the Treasure Island High School closed, the Club became an advocate for the parents and children living on the island and their new schools.

Pat Zamora Area Director has worked for the Treasure Island and Tenderloin Clubhouses for the past 6 years. She said, "What I feel the most about the kids is that they are very loving and they are like a family to each other, the Club is definitely like a second home and one of the things that I noticed about the kids is that they really want to help and give back." She said it is very important to have a place for the youth in the community as many of the kids have gone through many transitions in their young lives.

The Treasure Island Clubhouse currently has 90 members that are made up from 30 families living on the island. The Boys and Girls Club is required to maintain a daily quota of 70 members during the academic year.

Thank you Omar for always making me happy and giving good advice!

Continued on page 3

Continued from page 2

According to Treasure Island teen Aquarius, many teens on the island go to the YMCA now since the Teen Director left the Boys and Girls Club a year ago. "He (The former teen director) was great, he would take is on trips, to the water parks, Santa Cruz, and lakes. When he left, all the teens left," she said. She said they tried to replace the teen director but could not retain someone for the position.

The other youth service for the island is the YMCA. One staff member Talor Travis said he expects more youth to come to the gym for the summer, an average of 50-85 youth per day. He said the YMCA is under contract with TIDA and are set to renew in July, so no programs have been added for the summer. Through one program called 'MYEEP' some of the teens on the island have received a stipend for working at the Boys and Girls Club or the YMCA. Travis said the 'MYEEP' program finished their three month contract for work and will not be hiring for the summer.

Wilson said the decision to close over the summer has been for multiple reasons. Membership for the T.I. Clubhouse has grown over the years, but with a change in staffing and activities and the recent media attention regarding the Naval remediation site next to the Clubhouse, membership fell steeply in the past year. Parents living on T.I have become concerned about health and safety for their children. Treasure Island parent Christine said, "I think it, (The Boys and Girls Club) is a great program, unfortunately I wish they would clean that stuff up though. That would be awesome so the place wouldn't have to close down."

Since August of last year the Treasure Island Boys & Girls Club looked at other potential locations on Treasure Island but so far nothing has been agreed upon. Williams said she hopes the Navy will speed up its remediation process, the sooner the better. Wilson said reopening the Clubhouse depends on the site next door. "It's one thing to have a timeline and another to see progress. The fences have to come down, the street needs to be paved and reopened," she said. San Francisco Supervisor Jane Kim and Treasure Island Director of Operations Mirian Saez were not available to comment at this time.

All of the Boys and Girls Club staff say they are committed to serving the youth on T.I. in some capacity. Tolliver said, "We will not abandon the families here, there will be services whether it is here on the Island, or coming to get them and taking them somewhere else." He went on to say, "We will always have that obligation and commitment to continue to serve the families on Treasure Island. One of our missions is to serve the neediest first. And we do know there is great need for our services here on the island," he said. The Boys and Girls Club will continue to plan for the next school year and expect to reach a solution over the summer.

All and handwritten notes from the Treasure Island Boys and Girls Club.

TREASURE ISLAND NEWS

DEADLINES & CONDITIONS

All submissions of articles, announcements and calendar items must be submitted by the 15th of the month prior to publication for consideration. Email to GN.admin@goodneighborsf.org

- The editorial board reserves final rights for inclusion and exclusion.
- Acceptable formats are text submitted in Microsoft Word, PDF, jpeg, pages, Publisher.
- We encourage positive ideas and creative solutions to better our community.
- The opinions expressed in this newsletter are those of the individual authors.
- Photos are not reproducible without express permission, in writing, of the photographer.

Good Neighbors of Treasure Island & Yerba Buena Island

Email:
GN.admin@goodneighborsf.org

Phone: 415-520-6653

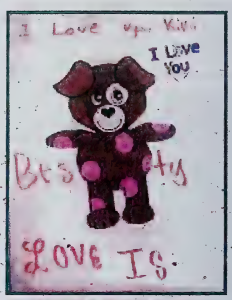
Jane Kim

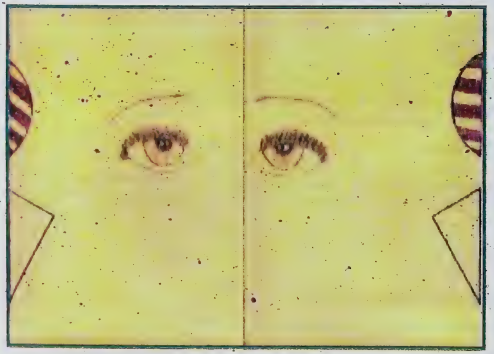
DISTRICT 6 SUPERVISOR

For more information or to contact the office, please call or email Sunny Angulo at:

415.554.7969 sunny.angulo@sfgov.org

T.I. Kids Korner

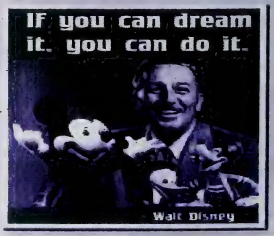


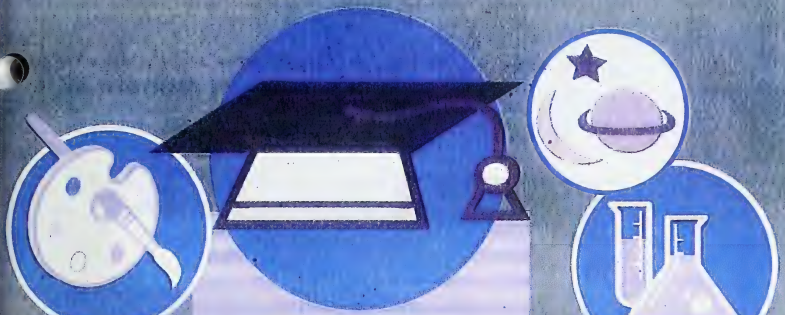


Art and Handwritten notes from the Treasure Island Boys and Girls Club

This space is available to publish our Island children's art pieces, poetry, creative writing pieces, or hand-made art..

- Please send in the original art by the 20th of each month. If you would like your child's art highlighted in our newsletter please contact the editor: Sparish@goodneighborsf.org





CONGRATULATIONS!

To all of our Island Youth who are Graduating High School, College or being promoted to middle school or high school,

WE WANT TO HONOR YOU!

Please attend the award ceremony on June 29, 2013

At the

Good Neighbors meeting.

To receive an award, your parents must RSVP to:

GN.admin@goodneighborsf.org

No later than June 18, 2013

Ernest Ingold Club

1950 Page Street

SF, CA 94117

Ph:415-221-6100

Hours:

Monday-Friday

10 am—6pm

Some evening events will be planned for teens

- Program
- Program
- Program
- Program

Transportation:

Daily bus pickup at the TI Club:

- Morning pickup at 9:00 am
- Evening drop off between 5:45-6:00 pm
- Limited space!
- TI Staff will accompany kids to EI Club

BOYS & GIRLS CLUBS OF SAN FRANCISCO

Treasure Island Clubhouse

401 13th Ave, San Francisco, CA, 94130 | (415) 362-1383

www.kidsclub.org

2013 SUMMER PROGRAM

Sign Up Today!!

Treasure Island Summer Program at Ernest Ingold Club!!

Sign up Now!

Art Camp	Swimming Lessons
Sports Camp	Capoiera Dance/Martial Arts
Tech Camp	Acting Classes

Dear Club Members, Parents, Family Members and Community,

Treasure Island (TI) Club Members will have a great opportunity to access new programs this Summer at the Ernest Ingold (EI) Clubhouse, at 1950 Page Street. The EI Clubhouse has a large gym, a competitive, large swimming pool, Games Room, Learning Center, Art Studio and space for middle school and high school students with easy access to Golden Gate Park, and generally great weather! BGCSF will provide a daily bus pick up and drop off accompanied by TI Staff. Space is limited and tours of EI are daily! Your child must be enrolled to reserve a seat on the bus.

Like **BGCSF on Facebook!**

ANNUAL MEMBERSHIP IS ONLY $10!!

Please sign up online at www.kidsclub.org/programs/club membership/OR sign up May 28-June 7th at the TI Club 10-6 pm

We are scheduling parent visits to Ernest Ingold Club– sign up now!

Still taking Camp Mendocino Applications !!

GREAT FUTURES START HERE.

Located in a 2,000 acre beautiful redwood forest, Camp Mendocino has served for over 80 years as an outdoor education and environmental awareness program focused on character and leadership development for youth ages 8 to 18.

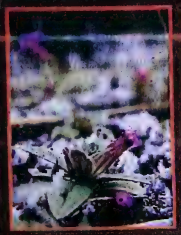
Available sessions:

June 16-24 (Exclusive for military youth)
June 24-July 3
July 3-12
July 14-23
July 23-August 1
August 1-10

For more information contact
Joycee Darby:
jdarby@kidsclub.org OR 415-445-5477

Visit us and sign up at:

BOYS & GIRLS CLUBS OF SAN FRANCISCO

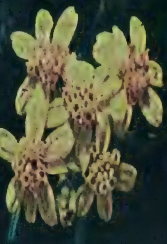


Additional Spring Flowers from the Hetch Hetchy Reservoir in Yosemite National Park

YBI Nature Notes

Lizard Tail is in bloom in June. Also known as *Eriophyllum staechadifolium* or seaside woolly sunflower, Lizard Tail is a California native that is believed to have been growing on Yerba Buena Island since before the First People arrived. The cheery yellow blossoms can be seen along Clipper Cove Beach and in several other places on the island.

—Ruth Gravanis



Taken By: K.Lundgren

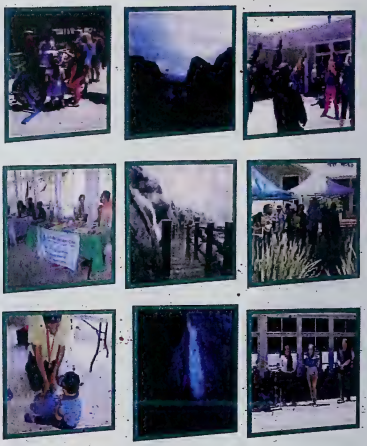
Treasure Island Health Network

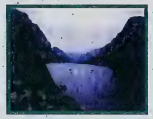
We are happy to share good news with our community and especially after a month of great successes.

The first annual Treasure Island Health & Environmental Fair went really well. We had a terrific co-host, TIHDI, and generous support from TIDA, TIDC, Supervisor Jane Kim and many other island, city and private organizations. Once again, the community showed how wonderfully blessed we are to share this island and also to make each other better and stronger. One of the highlights of the day was seeing Supervisor Kim present our own Nella Goncalves an award for exemplary work.

We had bike blenders, food demos, yoga and zumba activities, raffles and the outstanding band Adelente, all of whom helped set a festive atmosphere for our event.

Planning is already underway to make next years event even more exciting. We extend our gratitude to all of our community members, volunteers and participants, we couldn't have done it without you!!





The PUC invited us to attend a tour of the Hetch Hetchy Reservoir on May 15 &16, 2013. We joined other community leaders on a very informative tour of Hetch Hetchy and we learned how San Francisco receives water and energy and the process they use to deliver it to you. It was also amazingly relaxing as well as scenic.

To get the full story, please contact us to be added to our newsletter. Here are a few FAQs:

- **The Hetch Hetchy Reservoir is in Yosemite National Park provides all of San Francisco and many more people outside of SF with some of the worlds best water.**
- **As San Francisco continued to grow, water was getting harder to come by. So, in 1857 the city dammed the mouth of Lobos Creek in the Presidio, as a way to help provide more water to local residents.**
- **Hetch Hetchy is a Miwok word that means "grass with edible seeds."**
- **San Francisco uses about 85 million gallons a day. From 13 reservoirs and 7 tanks, approximately 440 million gallons of water are supplied.**
- **The dam and reservoir were finished, after four years, in 1923. The O'Shaughnessy Dam helped create the reservoir.**
- **The dam produces hydroelectric power, a clean energy.**
- **The water flows from Hetch Hetchy by gravity.**
- **More info: http://www.sfwater.org**

Ongoing activities & services available to residents

Our website is being completely revamped and should be back up by June 15th. Sorry for the inconvenience.

TIHN Clean Team next cleanup is June 22 , 2013 at 11 am meet at front Gate.

Anonymous health surveys. To participate in this process, contact us at the number or email provided.

Non-smoking buddy program. If you or anyone you know really wants to quit smoking and would like to get more support, please contact us.

While there are many programs in development, we are always willing to take your suggestions so we can continue to reflect and advocate for the health and environmental needs of our community. For more info, please contact TIHN at: 415.295.4704 TIHN2012@ymail.com

www.tihn2012.org Twitter:@tihn2012 FB too!

Good Neighbors of Treasure Island &Yerba Buena Island

Congratulations 2013 Graduates!!

What an amazing job you have done. To celebrate your achievements, Good Neighbors would like to honor you and your supporters at our quarterly meeting. Please join us on Saturday, June 29, 2013 from 10 am-noon at the Ship-Shape Bldg.

Light refreshments will be served.

Now that our children are out of school, many of our island children will be home the entire day. Given the change in operations at the Boys & Girls Clubhouse, this summer may be a bit more difficult for our children. We encourage everyone to make good use of the proposed use of their Ernest Ingold site. The club will provide transportation, healthy meals and exciting activities for our greatest treasures, our children. Please see the flier in this issue to sign up before it's too late!!

While activities are very important during the summer so is the school lunch program. We have included information on locations nearby that participate in the summer lunch program for kids & teens. The program runs from June 3-August 9,2013. For more information and a list of sites, please visit: www.SFkids.org or call 211 or 311

Stay Involved

Good Neighbors events are a really great way to get to know your neighbors and enjoy the positive aspects of our neighborhood. Becoming a member and supporting the organization are other ways to stay involved and informed.

The next opportunity to be involved and to give back to your community will be at the quarterly membership meeting on June 29,2013. The meeting will be held at ShipShape from 10 am -noon. During this meeting we will present our most outstanding community members with the Good Neighbor award and we will honor our graduates as well.

The annual awards are given to community members who are contributing in a positive way to the islands that we love. If you have a neighbor who you believe is deserving of recognition for their good deeds, please contact Good Neighbors. We will accept the nomination through the contact information below:

415.520.6653 GN.admin@goodneighborsf.org

Twitter: @goodneighbor_TI FB: Good Neighbor SF

We love summer, with bbq's, firework shows and warm days, we would like to remind everyone that safety is still important.

Spare the Air days are very important times to avoid burning paper, coals, wood or using bbqs. Many of our residents have asthma or other respiratory illness and these days are especially challenging. Please check out their website for more information. They also have a youth site for kids. The Bay Area Air Quality Management District issues Spare the Air Alerts when ozone pollution is forecast to reach unhealthy levels in the Bay Area. The 2013 Spare the Air smog season runs from May -October. For more info or to register to receive alerts: http://baaqmdsparetheair.enviroflash.info/ or call 1-800- HELP-AIR. Spare the Air Alerts are also at Spare the Air and www.baaqmd.gov websites.

The risk of fire increases dramatically during the summer months. Here are a few suggestions from the fire hazards from the SFFD website:

http://www.sf-fire.org/index.aspx?page=180

Balboa High School Graduation Photo: K.Lundgren

June 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 Food Pantry 3-5PM ShipShape N.E.R.T 5:30 PM ShipShape CAB meeting Cancelled	5 Comm. Notch 6:30PM ShipShape	6 SFSafe Leadership Training 6PM Ship-Shape	7	8 World Oceans Day N.E.R.T Grads
9 Sunset Seekers Picnic Noon-9PM Great Lawn	10 Computer Class begins 2-4PM ShipShape	11 Food Pantry 3-5PM ShipShape	12 Computer Class 2-4PM Money Mgmt. Afrat ShipShape 1:30 PM at San Francisco City Hall, Room 400	13	14 Flag Day	15 K-College Parent Wkshp@CYO/FSS
16 Fathers Day!!	17 Computer Class 2-4PM ShipShape	18 Food Pantry 3-5PM ShipShape Navy RAB Mtg 7 PM at the Casa de la Vista.	19 Computer Class 2-4PM ShipShape Community Meeting 5:30 PM at the Ship Shape Building.	20 SFSafe class (1 of 14)	21	22
23	24 Computer Class 2-4PM ShipShape	25 Food Pantry 3-5PM ShipShape	26 Computer Class 2-4PM ShipShape	27 SFSafe class (2 of 14)	28	29 Good Neighbors Mtg & awards 10 AM-noon ShipShape
30	Notes:					

SAFE: Urban Communities and Community Leadership Workshops

Presented in partnership with the TI Community Watch, Treasure Island Homeless Development Initiative, and Catholic Charities CYO.

Join us in making Treasure Island a safer place to live and work

Open to teens and adults who live or work on Treasure Island.

Workshops will be held once a week. Topics include community assessment, identifying stakeholders, values based goal setting, servant leadership, and practical skills.

Together we will reduce crime and build a stronger more cohesive community by teaching the skills necessary for community building, goal setting, collaboration, and problem solving.

Food and childcare provided, stipends for those who complete the program.

Informational Kickoff and workshop signup, open to all who live or work on TI

Thursday, June 6th, from 6:00pm to 7:30pm Ship Shape, 497 Ave I, San Francisco, Treasure Island, CA 94130

Workshops to be held on Thursdays, advance registration required. Limited spaces are available. Register for the workshops by attending the kickoff or call Troy Sanders. For more information contact

Troy Sanders, Public Safety Specialist
San Francisco SAFE Inc.
Hall of Justice, Room 135
850 Bryant Street, San Francisco CA 94103
Phone: 415.553.1966 , Email: troy@sfsafe.org , Fax: 415.553.1967

We believe that when communities become informed, empowered and motivated, leaders emerge from among them. That such leaders act to bring clarity to important issues, build unity around a cause, and are able to act as the voice of the community. Lastly, we believe that when such leaders are given an understanding of and access to the to the systems governing their communities, they gain a crucial foothold in the process of civic engagement which allows them to channel resources and information into their community, thereby acting as catalysts of change.

For Emergencies or crimes in progress always

call 9-1-1

For non-emergencies dial 553-0123

The SFPD and 911 dispatch prefer people calling from Treasure Island and/or Yerba Buena Island to dial 911.

Please note: (415) 553-8090 is no longer recommended when calling for dispatch.

To report a crime always call the police first!

911

For Non-Emergencies

(415) 553-0123

TREASURE ISLAND

COMMUNITY WATCH

Meets the first Wednesday of each month.

6:30pm - 7:45pm

The Shipshape @ 850 Avenue I (at 11th St. - Treasure Island)

TreasureIslandCommunityWatch@Outlook.com

Learn about community concerns. Meet new friends. Help us make a difference.

Photo: K. Lundgren

5th Annual Sunset Seekers Music Picnic

Sunday, June 9, 2013

Noon – 9:00PM

Come and Enjoy Music, Food Trucks,

And a Beautiful Day on Treasure Island

$5.00 Admission for Island Residents!

EVENTS AROUND TOWN — SAN FRANCISCO

REC & PARK

Lafayette Park Reopens on June 8, 2013

Join District 2 Supervisor Mark Farrell, Friends of Lafayette Park, the Department of Public Works and the San Francisco Recreation and Park Department for the grand reopening of Lafayette Park, which has recently undergone a $10 million renovation under the 2008 Clean and Safe Neighborhood Parks Bond. Lafayette Park is located at Sacramento Street and Octavia.

Children's Play Day & Activities beginning at 10 a.m.

Ribbon Cutting Ceremony at 11 a.m.

Listen to the bluegrass sounds of Nell Robinson and House & Garden

BYOP: Bring Your Own Picnic

Park Tours

Summer Speed Reading Programs

Save time, remember more, get better grade, score higher on tests, enjoy reading more. Programs for students 6th-12th graders Offered in conjunction with San Francisco State University's College of Extended Learning. Designed and taught by professional instructors from the Institute of Reading Development. For more information call: 1-800-978-3532.

Treasure Island Sailing Center

The Treasure Island Sailing Center have camps for ages 6-17 and for all skill levels. Even though we love to sail, don't forget about adventure camp! Each afternoon we get out the kayaks and paddleboards for some fun paddling adventures!

For more information: http://tisailing.org/

Camp Offerings:

Progression Program

Harbor Seals

Explore Sailing

TISC: Call: (415).421.2225 Email: info@tisailing.org

Photo: S. Parish

Treasure Island Sailing Center, 698 California Ave., Bldg. #112, San Francisco, CA 94130

Angel Island State Park

Angel Island offers hiking, bike riding and segways for rent. Camping available (reservations are required). Check out 'Coffee with a Ranger at Ayala Cove' information station from May-September, Wednesdays-Sundays at 10am.

For information: (415) 435-5390 www.parks.ca.gov/angelisland

Continued on page 14

EVENTS AROUND TOWN - SAN FRANCISCO

Continued from page 13

Haight Ashbury Street Fair June 9, 2013

Since 1978, HASF has produced the annual street fair that features arts and crafts, food booths, three musical stages, a Family Area (Children's Alley) and more. **www.haightashburystreetfair.org/**

76th Annual Stern Grove Festival June 16 - August 18, 2013

For information about this year's festival guide: http://www.sterngrove.org

Kids Day with Dance Mission

June 18, 19, 20, 11 a.m. to 2 p.m.

Dance Mission is a multicultural dance hub bringing high-energy fusion dance and cultural stories from the Mission district to Stern Grove Festival.

Kids Day with Dholrhythms Dance Company

July 16, 17, 18, 11 a.m. to 2 p.m.

Dholrhythms Dance Company is dedicated to sharing the rhythms and music of Punjab, India though explosive, colorful workshops.

Kids Day with Chelle! And Friends

July 30, 31, and August 1, 11 a.m. to 2 p.m.

Chelle! And Friends commemorates the music of New Orleans jazz, soul, funk, and rock and roll.

59th Annual Street Festival June 15th & June 16th, 2013

The 2013 event will feature over 125 arts and crafts booths, 20 gourmet food booths, two stages of live entertainment, Italian street painting, beverage gardens, kid's chalk art area and the blessing of the animals.

For more information: http://www.sresproductions.com

Gay Pride Weekend June 29th & 30th, 2013

Held in San Francisco's historic Civic Center over 200 parade contingents, 300 exhibitors, and more than 20 stages and venues, the San Francisco LGBT Pride Celebration and Parade is the largest LGBT gathering in the nation.

Saturday: The Main Stage brings the best of local musical talent and cultural performances to the heart of San Francisco's Civic Center Plaza. Spread out on the Plaza and take in the sounds and sights of these great acts.

Sunday: SF Pride offers exciting, up-and-coming cutting-edge talent, world-renowned performers, and the best of local entertainment from the Bay Area.

For more information: http://www.sfpride.org

CANINES & CAB

Quarterly wine & dog lover meetup

At The Winery SF
Sunday, June 9
12 p.m. - 5 p.m.

Admission is Free

Special Cabernet Sauvignon Flight
Taste four of our award winning Cabernet Sauvignons including the "Top Cabernet in America Under $25"
$20 tasting fee

Toy Drive
Join us in collecting new toys for shelter dogs!
Benefiting A Toy for Every Pup

HEY DOGS!
Get a **$5** gift certificate good toward the purchase of a bottle of wine for each human you bring. **WOOF!**

THE
WINERY
SAN FRANCISCO

200 California Ave. | San Francisco - Treasure Island | 415-735-8423 | www.winery-sf.com

LITTLE ISLAND, BIG IDEAS

A Free Lecture Series on the Past, Present and Future of Treasure Island

[illegible]

INAUGURAL LECTURE

Saturday, March 2, 2013 at 3:00 pm

at the San Francisco History Expo, 816 Old Mint, Fifth & Mission Streets

A Peaceable Island: The 1939–1940 Golden Gate International Exposition

Speaker: Author and historian Richard Reinhardt

Subsequent lectures: Saturdays at 10:30 am at Building One, Treasure Island

Free parking. Access via Bay Bridge (no toll from San Francisco) or Muni 108 bus

April 13 The Greatest Bridges The Bay Bridge and Golden Gate were the world's largest of their kind, as did the new Bay Bridge again. Learn how these iconic bridges were conceived, revived and realized. Speaker: Mark Melandry, Senior Caltrans Environmental Manager

May 11 San Francisco's First International Airport The first trans-Pacific airline service. Pan Am's "Clipper" flying boats took off from Treasure Island during the world's fair, bringing San Francisco into the new world. Speaker: Jim Hall, [illegible] Museum

June 8 Naval Gateway to the Pacific [illegible] Naval Station Treasure Island sent off thousands of sailors and marines each day to help win World War II in the Pacific. But the Navy's presence here spanned a century, including the first West Coast Naval Training Station and the last positive rendezvous of Apollo 10. Speaker: James Bull, Lieut. Commander, Department of the Navy

July 13 Magic City 2.0 Already designated one of just 10 Climate Positive Model Communities worldwide by the Clinton Climate Initiative, Treasure Island will soon redevelop and reinvent itself as San Francisco's greatest and most sustainable neighborhood and a destination for visitors and people alike. Speaker: Treasure Island Community Development LLC

August 10 TI Today: One Happening Square Mile [illegible] artists' studios, a sound stage, a job training center, artists' music and craft festivals, a monthly flea market, an artisan cannery, beer and the finest views of San Francisco. Speaker: Megan Sears, Director of Sales and Operations, Treasure Island Development Authority

September 21 Keeper of Treasure Island's Legacy For over 20 years, and as closing in 1997, the Treasure Island Museum introduced visitors to the rich history of the island. The Association continues the tradition, while the museum is poised to return with a new home as part of the redevelopment plan. Speakers: Treasure Island Museum Association President and past presidents

Additional talks will be added to the series as speakers and topics become available. If time allows, please register upon arrival.

All lectures are free. Donations may [illegible] to qualify as donors to the Treasure Island Museum Association.

Presented with support from Treasure Island Development Authority, WINERY [illegible] and The Winery San Francisco at Treasure Island.

For more information or to register (suggested but not required), please visit [illegible] or use the code.

TREASURE ISLAND MUSEUM ASSOCIATION

[illegible] Author of the series Treasure Island: The First Fair, Celebration, and [illegible]

[illegible]

www.treasureislandmuseum.org

Treasure Island/Yerba Buena Island Community Clean-Up Day

Saturday, June 15th, 2013 - 9:00 AM - 12:30 PM

TIHDI Service Space Parking Lot - Avenue D and 9th Street

For Island Residents Only

Recology Golden Gate will be on hand to accept:

- Appliances
- Curbside recyclable material (cans, glass, bottles, plastic bottles, cardboard and all paper)
- Scrap Metal (any item that contains metal, such as kitchen chair, lamps, pipes, bird cage, bed frame, etc.)
- Mattresses and Box Springs (including full mattresses)
- Electronics (including stereo equipment, VCR's, old telephones and microwaves)
- Household Batteries
- Fluorescent light bulbs and tubes
- Used motor oil and filters

Goodwill Industries will be on hand to accept:

- Used computers, computer equipment and computer peripherals
- Donations of reusable items in resale condition of items ,including but not limited to, clothing, purses, shoes, books, CDs, DVDs, games, televisions & other-household electronics

PLEASE NOTE: Household hazardous waste such as paint, solvents, pesticides, adhesives, will NOT be collected at this Event. Such waste can be disposed of at the San Francisco Household Hazardous Waste Collection Facility Thursday through Saturday from 8:00 AM to 4:00 PM. For more information visit http://www.sfhazwaste.com

Island residents are also eligible for Recology's Door-to-Door hazardous waste pick-up program. Please call **415-330-1405** for more information.

Used cooking oil/grease will NOT be accepted at this event. Please use the permanent on-Island SFPUC Greasecycle Station located at Island Cove Market - 150 4th Street

SF Environment

Recology

Goodwill

DUMPING MATERIALS AHEAD OF THE EVENT IS PROHIBITED—OFFENDERS WILL BE PROSECUTED

SF Environment FACTSHEET

Safe Medicine Disposal Locations

All drop-off sites accept these non-controlled substances: prescription medicines, over-the-counter medicines, vitamins, liquid medicines, empty inhaler cartridges, pet medicines and medicated ointments.

Central Drug Store
4494 Mission St.
SF, CA 94112

Charlie's Pharmacy
1101 Fillmore St.
SF, CA 94115

Clay Medical Pharmacy
929 Clay St. #103
SF, CA 94108

Daniels Pharmacy
943 Geneva Ave.
SF, CA 94112

Four Fifty Sutter
450 Sutter St. #712
SF, CA 94108

Franklin Pharmacy
1508 Franklin St.
SF, CA 94109

Golden Gate Pharmacy
1844 Noriega St.
SF, CA 94122

Joe's Pharmacy
5199 Geary Blvd.
SF, CA 94118

Los Portales Pharmacy
2480 Mission St. #110
SF, CA 94110

MOMS Pharmacy
4071 18th St.
SF, CA 94114

Post Divisadero Medical Pharmacy
2299 Post St.
SF, CA 94115

New Bayview location!

SFPUC Southeast Community Facility
1800 Oakdale Ave.
SF, CA 94124

Torgsyn Discount Pharmacy Inc.
5614 Geary Blvd.
SF, CA 94121

Visitacion Valley Pharmacy
100 Leland Ave.
SF, CA 94134

SFEnvironment
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SFEnvironment.org • (415) 355-3700

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SF Environment FACTSHEET

Safe Medicine Disposal Locations

Only police stations accept controlled substances like: Vicodin®, OxyContin®, Percocet®, Ritalin®, Adderall®, Xanax®, and Valium®. They also accept all items accepted at the pharmacies.

850 Bryant Street San Francisco, CA. 94103 (415) 553-1373

Captain Michael Redmond

May 10, 2013

Captain's Message

Dear Southern Station Community Members,

I had a great end to a busy week. I was able to spend a couple of hours on Friday afternoon at Bright Horizons pre-school hanging out with the kids. As I pulled up with Nicole from SFSafe, I could see the kids faces planted against the window waiting for the police car to arrive. The kids were very excited as they exited the school to come out and see the police car. The kids were able to get into the car, take pictures and play with the lights and sirens. I could see a couple of boys (Thomas and Nick) that were ready to start work right away. Thomas and Nick jumped right into the police car as if they were partners ready to go to work. I turned the vehicle on so they would have their turn with the lights and sirens. Nick immediately grab the gear shift and put the vehicle in drive ready to go. Luckily I was prepared for this and had my foot on the brake. That sure could have been interesting!!!

After all the kids had their chance to sit in the police car we went inside to talk about safety and read a book. The children at Bright Horizons are very smart and their teachers are doing a wonderful job with them. I look forward to their field trip to Southern Station. This was a great way to end the week and go into the weekend.

HAPPY MOTHER'S DAY TO ALL THE MOM'S!!!!!
Have a great weekend!

Mike

Monthly Community Meeting:

The next Southern Station Community Meeting will be Wednesday, May 15, 2013 at 6:30 PM.

The meeting will be held at the Monarch at 101 6th Street .

Topic: 6th Street Safety Hub and Safety in the Immediate Area. Foot Beat Sergeants, Officers and our other City Agency partners will be in attendance.

Upcoming Events:

5/10/13-5/12/13- SF Giants v. Atlanta Braves

5/18/13- Artismobilus Bus- 6th and Market 11 am-7pm. (See Attachment)

The number 2 lane northbound 6th Street between Market and Stevenson Streets will be blocked off to facilitate the event.

5/19/13 Bay to Breakers

Arrest of the Week

SFPD Southern Station Officers along with San Francisco Sheriff's Deputies take three Robbery Suspects into custody. Further investigation revealed these same three subjects had just committed a Robbery in the Tenderloin.

When taken into custody officers seized the Air Soft Replica firearm the subjects were using to rob their victim's and recovered all of the victim's stolen property from both Robberies. Southern and Tenderloin

investigators work together on the investigation and all three were booked for both Robberies.

Great Team Work!!

Significant Incidents

Burglary

Between the evening of May 4 and the early morning of May 5, an unknown suspect took a rock and broke the window of a business on 9th St. The suspect stole a computer monitor, and fled the area on foot. Officers searched the area for the suspect to no avail. The owner of the business did not believe the suspect took anything else from the store. Unfortunately the store was not equipped with any video surveillance equipment.

Theft from Locked Vehicle

In the evening of May 5, officers responded to Folsom St on a report of a theft from a vehicle. When they arrived, they met with the victim who told them an unknown suspect or suspects broke the passenger side window of her vehicle, and stole her personal belongings, clothing, and electronics. A nearby video surveillance camera may have captured the incident. Officers are following up on that lead.

Burglary attempt

In the early morning hours of May 6, officers responded to Rhode Island Street regarding a burglar alarm. When officers arrived, they met with an employee who walked the officers around the perimeter of the building, as well as the interior. It was determined that an unknown suspect had attempted to break a window to gain access to the building, but was unsuccessful.

Burglary

Between May 3 and May 6, an unknown suspect had gained entry to the victim's business on 10th St. The suspect broke some wood paneling and venetian blinds, and stole some emergency food supplies. Unfortunately there were no video surveillance cameras to capture this incident.

Burglary

Between May 7 and May 8 between the hours of 7pm and 4am two unknown suspects had forced entry to a business through the front door on 8th St. These suspects stole computer equipment, and then fled the business. The entire crime was captured on video surveillance. Officers seized custody of the video and have forwarded the information to Southern Station investigators.

Theft of a Bike

Officers responded to Market St regarding a bike theft where they met the victim. The victim stated that he left his bike unlocked and unattended when an unknown suspect got on his bike and rode off. Witnesses attempted to give chase to the suspect, but were unsuccessful. The incident was captured on video.

Robbery

In the early evening of May 9, officers responded to Brannan St regarding an attempted robbery. When officers arrived, they spoke with the victim who had a laceration over her eye. Officers immediately summoned medical attention for her. The victim stated she was walking when an unknown suspect attempted to steal her purse. The victim struggled to keep her purse, and the suspect hit her in the face, causing a laceration to her eye. The suspect fled on foot in an unknown direction without the victims' purse.

Significant Arrests

Marijuana possession/transportation, stay away order violation

In the afternoon of May 3, officers were summoned to the area of 6th and Minna Streets regarding drug dealing from a vehicle. Southern Station's foot beat officers responded to spearhead the investigation. When they arrived, they met with the reporting parties, and reviewed video surveillance of the suspect. They then approached the suspect who was parked in a yellow zone (violation 38.8(b) of the San Francisco Traffic Code). Officers identified themselves and immediately noticed the strong odor of marijuana coming from the vehicle. Officers ran the suspects name through the computer to reveal he had an active stay away order from the area. Officers placed the subject under arrest for violating the Stay Away Order. A search of the vehicle revealed a large amount of marijuana and paraphernalia relating to the sale, distribution, and transportation of the illegal substance. Officers also find a large amount of cash in small denominations on the suspect. The suspect was booked at county jail on multiple violations, and his vehicle was towed.

Robbery, Conspiracy

In the afternoon of May 4, officers were notified of a robbery in the area of 6th and Howard. Numerous units responded to the area and saw two suspects running away from the area. SFPD units along with members of the San Francisco Sheriff's Department were in a foot pursuit with those suspects, and a third was being chased down by another Sheriff's Deputy. All three suspects were taken into custody. One suspect was in possession of a replica gun, and property from numerous victims. The suspects matched the description of another robbery that occurred in the Tenderloin area. All of the victims were contacted, and positively identified all three suspects. Investigators from the Southern and the Tenderloin worked in conjunction on this incident. All three suspects were booked on felony charges.

Fire

Officers responded to a call of a fire on Treasure Island on May 5. When they arrived, numerous units of the San Francisco Fire Department were battling a structure fire. It was discovered that the resident of the structure was responsible for the fire. The suspect told officers he was mixing chemicals, and wanted to see what would happen to them. Arson investigators responded to conduct their investigation. It was determined that the fire was intentionally set and the resident was arrested.

Cocaine offense, Parole Violation

Officers assigned to the Mid Market foot beat were in the area of UN Plaza when they came upon a subject selling items without a permit. They identified themselves, and the subject told them he was on parole. Officers detained him, and confirmed his parole status. Upon searching the suspect, they discovered a usable amount of crack cocaine in his possession. They transported the suspect to county jail where he was booked for felony charges.

Cocaine, Methamphetamine offenses

Officers on patrol noticed a vehicle make a left turn, failing to yield to a pedestrian walking in a marked cross walk. Officers initiated a traffic stop on the suspect vehicle. Upon contacting the driver, he stated he did not have a driver's license in his possession. Officers questioned the passenger, and upon discovering he was on probation with a search condition, conducted a search of him and the compartment of the vehicle. Officers discovered a usable amount of methamphetamine. Officers then placed the suspect under arrest. A search of the driver also yielded crack cocaine and methamphetamine. He too was placed under arrest. The suspects were transported to county jail and booked on a host of violations.

Vandalism, Warrant Arrest, Resisting a police officer

In the evening, of May 6, officers were sent to Folsom St regarding vandalism to a vehicle. The witness gave officers updates as to the suspect description and direction of travel. Officers saw an individual matching the description. Officers attempted to detain the suspect but the suspect started to fight with the officers. After a brief struggle, they were able to gain compliance. A computer check revealed the suspect has outstanding warrants for his arrest. The suspect was booked at county jail for misdemeanor violations and the warrants.

Vandalism, Warrant Arrest, Marijuana Offense

In the morning of May 8, officers on routine patrol noticed an individual vandalizing property. Officers contact the suspect and place him under arrest. The suspect took off his hat, and a plastic bag of marijuana fell out of it. Officers seize the marijuana, as the suspect told them he did not have a medical marijuana card. Officers run his name through the computer system, which revealed an outstanding warrant for his arrest. Officers later book the suspect at county jail for possession of marijuana, vandalism, and the warrant.

Resisting arrest, switchblade possession

In the afternoon hours of May 9, officers assigned to walk a foot beat in the 6th St corridor noticed an individual riding a bicycle against the flow of traffic, and on the sidewalk. Officers attempted to stop the suspect for the

violation, but he replied he was no longer on probation or parole. Numerous times, the officers attempted to stop and detain the suspect, and ask his name, and every time, he refused and continued to tell officers he was not on probation or parole. The suspect became very agitated, and after a brief struggle against the suspect, they were able to gain compliance. The officers discovered the suspect was in possession of a switchblade knife. Officers cited the suspect on misdemeanor and traffic/infraction violations.

DUI Arrest

A sergeant assigned to patrol the Southern District noticed a vehicle make an illegal left turn in the early hours of May 10. The sergeant stopped the vehicle, and immediately noticed the driver smelled alcohol on his breath. The sergeant attempted to administer field sobriety tests, which the driver did not pass, and opted for the breathalyzer test. The suspect failed the breathalyzer test miserably. The driver was booked at county jail for DUI.

San Francisco Police Department

Auxiliary Law Enforcement Response Team (ALERT)

The San Francisco Police Department has developed a volunteer citizen disaster preparedness program. The Auxiliary Law Enforcement Response Team (ALERT) will recruit, train, credential, and uniform volunteers to assist law enforcement in the event of a natural or manmade disaster. Volunteers must be at least 16 years of age and live, work, or attend high school in San Francisco.

The ALERT program is modeled after and works in partnership with the San Francisco Fire Department's Neighborhood Emergency Response Team (NERT). The ALERT program will train members of the public to assist law enforcement in essential tasks after a major disaster. Such tasks may include: traffic control, foot patrol of business and residential areas, reporting criminal activity, working in partnership with NERT volunteers to provide well-being checks, assisting with medical aid, at district police stations, or with Animal Care and Control in the handling of pets, securing resource locations, and delivering logistical supplies. In addition, ALERT members will direct individuals to mass casualty and shelter locations, assist at reunification centers, provide support at schools for reunification, and participate in Operation Return.

Volunteers will receive training from both the San Francisco Fire Department and the San Francisco Police Department. ALERT volunteers will first complete the Fire Department's Neighborhood Emergency Response

Team (NERT) training (www.sfgov.org/sfnert), and then graduate into an eight hour Police Department course specifically designed for ALERT team members. The ALERT program will have Basic, Senior, and Supervisory level positions. Based upon the volunteer's level of additional training, he/she may wish to obtain Senior or Supervisory level status.

All ALERT volunteers will be subject to a basic background check given to all Police Department volunteers. After the completion of training and having met any and all requirements, the ALERT volunteer will be given identifying credentials reflecting their level of training and role within the ALERT program. For a comprehensive overview of the ALERT program, please visit our webpage at www.sanfranciscopolice.org/alert

Crime Prevention Tips

The SFPD is dedicated to enhancing public safety and reducing the fear and the incidence of crime. But there are many things each and every community member can do to reduce his or her chances of becoming a victim. Below are crime prevention tips for your home, your business, yourself and your family. We urge you to familiarize yourself with the information contained in this section and to make crime prevention a part of your life.

The SFPD work in conjunction with SF SAFE which provides information on neighborhood watch, a program of police & community partnerships. Also, SAFE offers physical security assessments of residences and businesses, safety brochures in different languages and many other crime prevention information. Please take the time to visit our affiliate's site.

Domestic Crime Prevention
Violence Prevention (PDF)
Managing Conflict (PDF)
Media Violence (PDF)
Family Violence (PDF)

Robbery Prevention
Robbery Prevention Tips (English PDF)
Robbery Prevention Tips (Spanish PDF)
Robbery Prevention Tips (Chinese PDF)
Robbery Prevention Tips (Russian PDF)

Burglary Prevention

Vacation Security (PDF)
Home Security
Home Security Handbook (PDF)
Home Security Hardware (PDF)
Vacation Security (PDF)
Shoplifting (PDF)
Burglary Prevention

Personal Crime Prevention
Check Credit Card Fraud (PDF)
Hi-Tech Crime Pervention (PDF)
Violence With Weapons (PDF)
Preventing Sexual Assault (PDF)
Identity Theft (a guide for victims) (PDF)
Identity Theft Questions and Answers (PDF)
Robbery Prevention
Identity Theft
Identity Theft Informational Flyer

Get ADOBE® READER®

SOUTHERN STATION RESOURCE LIST

EMERGENCY:	911
Non-Emergency:	553-0123
SFPD Anonymous Tip Line:	575-4444
Customer Service Center:	311
Southern Station:	553-1373
Southern Station Anonymous Tip Line:	552-4901
Web:	www.sfgov.org/police
(For Crime Stats, Internet reports, etc.)	
Southern Station email	**sfpd.southern.station@sfgov.org**
Captain Michael Redmond	michael.redmond@sfgov.org
Lieutenant Steve Balma	steve.balma@sfgov.org
(Station Investigations)	
Market Street Foot Beats	553-1373 Sergeant Mark Shea
	Sergeant Brian Oliver

Southern Station Anonymous Tip Line	552-4901	
Graffiti Abatement	278-9454	
Graffiti Fax	278-9456	
Southern Station Events:	553-9191	Sergeant Frank Harrell
Southern Station Permits:	553-9192	Officer Simon Chan
Southern Station- District Attorney	553-1252	Marisa Rodriguez
Code Abatement:	553-1308	
Deputy City Attorney:	554-3887	Jennifer Choi
DPW	695-2020	Dispatch
Dept. Parking & Traffic:	553-1943	
Quality of Life Liaison:	553-1373	
SF SAFE	553-1984	
San_Francisco_SAFE_Inc@mail.vresp.com		
Homeless Issues:	553-1373	Officer Reyes Officer Moilanen
SF Homeless Outreach Team	734-4233	
24 Hour Disptach		

Text a Tip from your cellular phone - It's still anonymous

Through computers with Internet capability, SFPD Operations personnel will view all tips received 24/7 and evaluate each one. If the tip is of an emergency nature, personnel will forward it immediately to the Department of Emergency Management for officer dispatch. They will forward all other tips for assignment to the appropriate investigative bureau or district station. Investigative units will have an Internet-capable computer at their disposal and will be able to text back and forth with the tipster based on a randomly assigned ID number that the system, provided by Citizen Observer, Inc., supplies. The ID number is wholly confidential and is maintained in the company's server.

Procedure: Enter either **TIP411** or **847411** in the "To" field and the keyword **SFPD** in the text field, followed by the message. (Complete instructions follow.)

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Community Resources/Information

South of Market neighborhood preparedness (www.SouthBeachSafety.com)

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NERT INFORMATION

*The San Francisco Neighborhood Emergency Response Team (**NERT**) is **free training** from the San Francisco Fire Department in how to help yourself and your neighbors prepare for and respond to a disaster by working together. The 20-hour training includes personal preparedness, light search and rescue, disaster medicine, shutting off your utilities, and how to participate as a member of a neighborhood response team. NERT also offers continuing training for graduates and activities that support building robust neighborhood teams. For more information, visit the NERT website at http://sfgov.org/sffdnert , or contact Lt. Erica Arteseros at (415) 970-2022 or sffdnert@sfgov.org.*

NERT will be holding training opportunities over the next few months throughout several neighborhoods in San Francisco.

To register for one of the trainings listed using Eventbrite, go to: http://bit.ly/y4R3nd or call (415) 970-2024.

A Message from SF SAFE:

Watch streets become communities, and neighbors become friends. Watch crime go down, as security goes up. Watch police become partners as you join with them in making your neighborhood a better place to live.
Start a Neighborhood Watch on your block and see all these things happen!
SF SAFE (Safety Awareness for Everyone) will give you the knowledge and tools to create a stronger, more cohesive and resilient community, and teach you how to be prepared and empowered at work, on the streets or sidewalks and in your home.

Contact SF SAFE at 415-553-1984 or learn more at www.sfsafe.org

Megan's Law Website Access:

The general public can find out information on sexual predators on line by going to the DOJ website: **www.meganslaw.ca.gov** or at the SFPD link at **www.sfgov.org/police**. You may check specific names or zip codes to locate those listed in the database.

311 Customer Service Center:

What is 311? 311 is a toll free, **NON-EMERGENCY** phone number that the public can call to access information about government services. A live customer service representative will be available 24 hours a day, seven days a week, and 365 days a year. The service is available to both wired and wireless customers. Wireless customers should call (415) 701-2311. 311 employees will be able to provide translations services in more than 145 languages and dialects and will employ a diverse staff of customer service representatives. Additionally, 311 is set up to accept calls from the hearing impaired by utilizing a TTY System.

*311 will also take police reports if you DO NOT have any suspect description and the crime is not in progress. After meeting these conditions these are the reports 311 will take: Harassing phone calls, vehicle break in, vehicle tampering, lost property, theft, and vandalism/graffiti reports.

850 Bryant Street San Francisco, CA. 94103 (415) 553-1373

Captain Michael Redmond
May 24, 2013

Captain's Message

Dear Southern Station Community Members,

I attended a couple of events at Bessie Carmichael School in the last two weeks. First was the Flores de Mayo event last week. The children started with a walk in the morning around the neighborhood and returned to the schoolyard where all of the classes (K-5) performed. All of the classes did a great job in their performances but I have to say my favorite was the dancing I saw out of the Kindergarten class. This was a great event.

Today I went by this morning to see the Kindergarten graduation ceremony and congratulations to all the kids who graduated and have a great summer. Good Job Bessie!!!

I want to thank everyone who attended my monthly meeting at The Monarch at 101 6th Street. We had a great discussion in regards to the impact the safety hub has had since we opened in March. I appreciate all of the feedback and as I said we know we still have a lot of work to do. I came away with a lot of positive things that have happened since the opening and also some new ideas on how I/Southern Station can improve things even more in the area.

Finally, we are moving into the summer where we will be having a lot of events throughout the summer but especially on the weekends. One upcoming event that we are excited about is the Peace March from City Hall to Gene Friend Recreation Center on June 1 at 12:00 pm which is being put on by United Playaz. There will be a festival at Gene Friend at the conclusion of the

march and you may see some old Southern Station officer's lace up their shoes and play a little basketball.

Have a great weekend!

Mike

Monthly Community Meeting:

The next Southern Station Community Meeting will be Wednesday, June 19, 2013 at 6:30 PM.

Location: TBD

Topic: TBD

Upcoming Events:

May 24-26 SF Giants v Colorado Rockies
May 29 and 30 SF Giants v Oakland A's
June 1- Peace March from City Hall to Gene Friend Recreation Center. Festival at Gene Friend after the March.
June 2- Israel in the Garden/Yerba Buena Gardens 11 am-5pm
June 7 and 8- Charity Concert at AT&T Park 10:30 am-5pm

Arrest of the Week

In the early morning hours of May 18th, officer responded to a residential apartment complex located at 88 Perry Street. The reporting party advised that they had overhead someone calling for help in an adjacent apartment. With no response at the door, officers believed exigent circumstances existed and therefore gain access to the apartment in order to conduct a welfare check. In doing so, they found the occupant inside with multiple stab wounds all over his body. The 44 year old victim was quickly rushed to San Francisco General Hospital and was considered to be in critical condition. A lengthy investigation followed, and officers were able to identity a person of interest based upon information provided by witnesses and other citizens. The following morning, on-duty Southern Station officers received information to the whereabouts of this likely suspect who was held up in a hotel on the 1000 block of Sutter Street. Once the hotel clerk confirmed the suspect was inside the hotel room, officers quickly drafted a search/arrest warrant which was approved by the on-duty judge. Almost 24 hours after the initial call for service, the suspect was taken into custody without incident. He was booked into county jail for attempted murder. The victim is expected to survive his injuries. Occurred 05-18-13 @ 0404 hours.

SIGNIFICANT INCIDENTS

MUNI Robbery of iPhone

Officers responded to 8th Street and Mission Street on the report of an iPhone robbery. The victim was traveling on the 14 Mission MUNI Bus and using his iPhone 5. Two suspects entered the bus; one walking to the back and the second standing near the doorway. Without provocation, the suspect at the rear of the bus came from behind and snatched the iPhone out of the victims hands. Both suspects then fled on the bus as the victim chased behind. During the altercation, the victim was able to catch the suspects, but was unable to recover his phone after being thrown to the ground. The suspects escaped and were not identified. They were described as black male juveniles wearing gray hooded sweaters. REMEMBER, ALWAYS BE AWARE OF YOUR SURROUNDINGS. Occurred 05-15-13 @ 2100 hours.

Blatant Daytime Robbery

The GNG Liquor Store located at 40 5th Street was the victim of a commercial robbery on May 16th. A male suspected entered the store and pointed a stainless colored handgun at the store clerk. The suspect demand money by telling the clerk to, "Give me all the lottery money." The store clerk complied and an undisclosed amount of currency was stolen. Other witnesses outside the store observed the suspect enter a black colored Jeep SUV which was seen fleeing south on 5th Street. The suspect and vehicle have not been identified or located. The suspect is described as a black male adult, 25 to 30 years of age, 5-07 in height, and medium build. He had a facial goatee and was last seen wearing a black hooded sweater and baggy blue jeans. Investigation continuing. Occurred: 05-16-13 @ 1519 hours.

Auto Burglary from Treasure Island

The victim contacted police and advised his silver colored Porsche had been broken into while parked near 4th Street and Avenue M on Treasure Island. The suspect broke the passenger side window and stole an Apple Mac computer and iPad which had been left on the passenger seat. The loss including the smashed window was valued at approximately $4300. REMEMBER KEEP VALUABLES OUT OF SIGHT. Occurred: 05-17-13 @ 1730 hours.

Residential Burglary – Treasure Island

The residents of a townhome located on Exposition Drive on Treasure Island reported they were the victim of a burglary which occurred on May 18th, between 1900 and 2255 hours. Although the victim's locked both the front and rear sliding door, the suspects were able to scale the high fence which they used for concealment while forcing the back door open. The townhome was ransacked and jewelry, currency, and electronics were stolen from within. It is always good to think about home security including durable locks, bracing bars, alarms, and motion lights. Occurred: 05-18-2013 @ 1900 hours.

Cab Driver is 0 for 2

A Vina Cab Company driver contacted police after becoming the victim of theft. This incident began when the victim driver picked up four juveniles from Fremont Street and drove them out to Treasure Island. Once on the island, one of the young suspects asked to use the driver's phone in order to call his mother. Already suspicious of the group, the driver held the phone while using the speaker option. Obviously mom didn't answer and the rear seated suspect quickly snatched the phone from the driver's hands. All four then exited the cab and fled onto Flounder Court. Not only did the driver lose his phone to the thieves, he was never paid for the taxi fare. All four suspects were described as black male juveniles ranging in age from 12 to 17. Occurred: 05-18-13 @ 2312 hours.

Crash and Run

Officer responded to a commercial building located on the 400 block of Brannan Street on the report of a burglary. The reporting party, who is a tenant of the building, first noticed a loud crashing sound from outside. He thought nothing of it at the time, but soon discovered the window to be smashed and a laptop computer missing. Video surveillance showed a male suspect breaking the window, entering the building, and quickly stealing a computer. This entire incident occurred in less than 10 seconds. The suspect fled and was described as a white male, 20 to 30 years old, 5-08 in height, skinny build, and wearing dark clothing including a hat. The estimate value of the stolen property and repair of the window is $2500. Occurred: 05-19-13 @ 0147 hours.

SRO Burglary

Officers responded to the Civic Center Hotel located at 20 12th Street on the report of a burglary. The victim advised that he left his room at approximately 1000 hours in order to go to the nearby methadone clinic. He locked the door using the deadbolt. When he returned a couple hours later, he found the room unlocked. Inside, the victim reported his backpack had been opened and he was missing a MP3 player, birth certificate, and green card. No damage was found on the door and no suspect was located.

SIGNIFICANT ARRESTS

Narcotics Dealer Gets Big Time Charges

The area of 6th Street and Market Street in well known for various criminal activity including the illegal sales of narcotics including marijuana. Seeing the negative impact on the community, footbeat officers decided to conduct an operation to bag a few of the nuisance dealers. An Officer was able to place himself in a position of concealment with a full view of Jones Street and Market. He observed two subjects in a hand to hand transaction involving the exchange of currency and a bag of suspected marijuana. The Officer directed his partners to the buyer who was preparing to leave in a waiting vehicle. The buyer was arrested and admitted to purchasing marijuana. With a solid case now established, the Officer directed the arrest of the seller who had remained at the intersection. Officer seized more marijuana from the seller and seized his currency. The seller was booked on felony charges and the buyer was issued a citation for illegal possession of marijuana. Occurred: 05-17-13 @ 1225 hours.

Meth Dealer

Officer's were dispatched to an apartment on the 900 block of Folsom Street regarding a fight in progress. As they responded, dispatch provided specific details regarding a male versus female fight in the apartment hallway. The responding Officer's recognized this location, having previously taken a domestic violence report from the same individuals. Upon arrival, officer's located the male suspect as he attempted to leave the apartment complex. He was detained and found to be on probation. A search of his person was conducted and the Officer's located several baggies of methamphetamine. The female victim was contacted and once again she refused all assistance and provided no cooperation to police. A probation search of the suspect's apartment revealed a more elaborate methamphetamine packaging and sales operation. Scales, paraphernalia, more suspected narcotics, and packaging materials were recovered indicating other criminal activity. In summary, the 45 year old suspect was booked into jail on numerous felony narcotic violations and a probation violation. Occurred: 05-17-13 @ 2213 hours.

Intoxicated Person Gets Battered

An intoxicated patron left the Warfield after a concert and was walking near 5th Street and Market Street when he was approached by a group of six juveniles. Various words were exchanged between the intoxicated victim and the group, resulting in a physical attack against with overwhelming odds. While being attacked, one of the suspects reached inside the victims pockets and took his cellular telephone. By sheer coincidence, Officer's were passing by as the fight occurred. As the first two officers attended to the fight, one officer observed one of the suspects break from the group, fleeing south of 5th Street. The officer pursued and was able to detain the suspect a block away. While placing handcuffs on the 18 year old suspect, he recovered the stolen phone taken from the victim. Numerous witnesses assisted by provided statements to police. The suspect was found to have several no-bail arrest warrants and was booked into the Juvenile Justice Center for these warrants and the robbery charge. Occurred: 05-18-13 @ 2133 hours.

Litterbug Gets Prison Time

A Market Street footbeat Officer had just finished admonishing a group of illegal vendors near the 1100 block of Market Street when he observed a 53 year old litterbug walking nearby. The Officer observed the litterbug having no desire to use a City placed garbage can after deciding to discard a soda can onto the ground only ten feet away. The Officer stopped the suspect and was preparing to issue him a citation when he learned the litterbug was a parolee at large. Well needless to say, the suspect was arrested and will more than likely think twice about littering once he concludes his prison stay. Occurred: 05-19-13 @ 1432 hours.

Club DUI

Officers were on routine patrol when they observed a blue Honda Civic stopped in the middle of the roadway near Dore Alley and Bryant Street. Based upon the vehicle code violations, the officers made contact with the male driver and female passenger. Both occupants admitted to consuming alcohol and said their GPS had gotten them lost following a visit to a local strip club. There drink of choice was "adios" beverages. Field sobriety tests were administered to the driver with very poor results. The driver was therefore arrested for driving the vehicle while under the influence of alcohol. A later breath test revealed that he was well over the legal limit of .08% BAC (Blood Alcohol Content). The passenger, who was also intoxicated, was found to be a wanted fugitive out of Ventura County for burglary and other theft related charges. Both subjects were booked into county jail. Occurred: 05-20-13 @ 0023 hours.

Nowhere to Run

Graveyard shift officers were dispatched to Lafayette and Natoma Streets on the report of an auto burglary in progress. An observant resident on Lafayette Street observed a female subject rummaging through a parked vehicle following a loud noise. He felt something was odd when he observed the woman quickly removing property from the vehicle. He therefore called 911 and was able to provide a very accurate description of the suspect. Officers responded to the area and located this suspect standing on Natoma Street. Not only did she match the description, the suspect was holding the stolen property and attempting to conceal the stolen loot into an oversized purse she was holding. Officers conducted a thorough investigation which revealed the suspect in fact broke into a vehicle and stole property not belonging to her. The 44 year old suspect was subsequently booked into county jail on felony auto burglary charges. Occurred: 05-20-13 @ 0315 hours.

You Can Run but You Can't Hide

A Southern foot beat officer was informed of a bicycle theft which had just occurred on the 900 block of Mission Street. A security guard had witnessed the theft and directed the officer who caught sight of the odd looking suspect entering the Sunnyside Hotel at 135 6th Street. The suspect was easily recognizable due to his Mohawk style haircut. Additional officers arrived and they entered the hotel. On the second floor two stolen bicycles were found unattended. Video surveillance was used and the first Mohawk styled suspect was caught exiteing the hotel via the third floor fire escape. The video recording showed the second subject walking into a third floor bathroom where he was subsequently located after a brief game of pretending, "no one's home." Both were booked into jail on theft charges as well as other outstanding warrants. The bicycles were returned to the rightful owners. Occurred: 05-20-13 @ 1430 hours.

Gun Thief Caught in the Act

Dispatch received multiple calls from witness as well as ADT Security personnel regarding an alarm activation and residential burglary in progress which was occurring near the 1300 block of Mission Street. Witnesses reported a male suspect on the roof of the building throwing property onto the street. Some of this property included "assault" type rifles. Numerous officers responded and the suspect was located nearby and being held at bay by good Samaritans'. It was determined that the 33 year old suspect broke into the apartment and attempted to steal various power tools, clothing, and firearms from the residence. He was booked into jail on felony burglary charges as well as weapon possession violations. Occurred: 05-20-13 @ 1823.

Transient Subjects Fight Over "Spot"

Southern footbeat officers responded to the 400 block of Stevenson Street on the report of an assault with a deadly weapon. Upon arrival they contacted the victim who said she was struck by a wooden board and metal object after being told she was laying in someone else's spot. The two suspects were located nearby and related that no physical attack occurred. They were only trying to scare the victim away from their normal spot on the sidewalk. The victim was found to have visible injuries consistence with her statement. Both suspects were placed under arrest for felony assault charges. The victim refused all medical attention. Occurred: 05-21-13 @ 0615 hours.

SFPD Alert Public to Utility Payment Scam

Posted Date: 5/10/2013

The San Francisco Police Department is alerting the public to a recent series of scams in which suspects pose as representatives of PG&E or the San Francisco Water Department and demand payment for overdue bills.

The suspects, who contact potential victims only by phone, claim that their bills are overdue and service will be terminated within the hour unless payment is received.

The suspects stipulate only one method of payment for the sum demanded: They must obtain a Money-Pak from a store and phone back at a number that the suspect has supplied. Once the victim calls back, a suspect orders the victim to read the Money-Pak account number, thus giving the suspect access to the funds, and then gives the victim a "confirmation number" and the call is terminated.

Neither utility company requests payment in this manner and has confirmed that the calls are fraudulent.

The public is cautioned to be wary of such calls and not to comply with demand for payment. The police department advises potential victims to file a police report if they receive such a call. Any utility customer having a question about utility service or a bill should always contact the company directly.

Crime Prevention Tips

The SFPD is dedicated to enhancing public safety and reducing the fear and the incidence of crime. But there are many things each and every community member can do to reduce his or her chances of becoming a victim. Below are crime prevention tips for your home, your business, yourself and your family. We urge you to familiarize yourself with the information contained in this section and to make crime prevention a part of your life.

The SFPD work in conjunction with SF SAFE which provides information on neighborhood watch, a program of police & community partnerships. Also, SAFE offers physical security assessments of residences and businesses, safety brochures in different languages and many other crime prevention information. Please take the time to visit our affiliate's site.

Domestic Crime Prevention
Violence Prevention (PDF)
Managing Conflict (PDF)
Media Violence (PDF)
Family Violence (PDF)

Robbery Prevention
Robbery Prevention Tips (English PDF)
Robbery Prevention Tips (Spanish PDF)
Robbery Prevention Tips (Chinese PDF)
Robbery Prevention Tips (Russian PDF)

Burglary Prevention
Vacation Security (PDF)
Home Security
Home Security Handbook (PDF)
Home Security Hardware (PDF)
Vacation Security (PDF)
Shoplifting (PDF)
Burglary Prevention

Personal Crime Prevention
Check Credit Card Fraud (PDF)
Hi-Tech Crime Pervention (PDF)
Violence With Weapons (PDF)
Preventing Sexual Assault (PDF)
Identity Theft (a guide for victims) (PDF)
Identity Theft Questions and Answers (PDF)
Robbery Prevention
Identity Theft
Identity Theft Informational Flyer

Get ADOBE® READER®

SOUTHERN STATION RESOURCE LIST

EMERGENCY:	911	
Non-Emergency:	553-0123	
SFPD Anonymous Tip Line:	575-4444	
Customer Service Center:	311	
Southern Station:	553-1373	
Southern Station Anonymous Tip Line: 552-4901		
Web:	www.sfgov.org/police	
(For Crime Stats, Internet reports, etc.)		
Southern Station email	**sfpd.southern.station@sfgov.org**	
Captain Michael Redmond	michael.redmond@sfgov.org	
Lieutenant Steve Balma	steve.balma@sfgov.org	
(Station Investigations)		
Market Street Foot Beats	553-1373	Sergeant Mark Shea Sergeant Brian Oliver
Southern Station Anonymous Tip Line 552-4901		
Graffiti Abatement	278-9454	
Graffiti Fax	278-9456	
Southern Station Events:	553-9191	Sergeant Frank Harrell
Southern Station Permits:	553-9192	Officer Simon Chan
Southern Station- District Attorney	553-1252	Marisa Rodriguez
Code Abatement:	553-1308	
Deputy City Attorney:	554-3887	Jennifer Choi
DPW	695-2020	Dispatch
Dept. Parking & Traffic:	553-1943	
Quality of Life Liaison:	553-1373	
SF SAFE	553-1984	
San_Francisco_SAFE_Inc@mail.vresp.com		
Homeless Issues:	553-1373	Officer Reyes Officer Moilanen
SF Homeless Outreach Team	734-4233	
24 Hour Disptach		

Text a Tip from your cellular phone - It's still anonymous

Through computers with Internet capability, SFPD Operations personnel will view all tips received 24/7 and evaluate each one. If the tip is of an emergency nature, personnel will forward it immediately to the Department of Emergency Management for officer dispatch. They will forward all other tips for assignment to the appropriate investigative bureau or district station. Investigative units will have an Internet-capable computer at their disposal and will be able to text back and forth with the tipster based on a randomly assigned ID number that the system, provided by Citizen Observer, Inc., supplies. The ID number is wholly confidential and is maintained in the company's server.

Procedure: Enter either **TIP411** or **847411** in the "To" field and the keyword **SFPD** in the text field, followed by the message. (Complete instructions follow.)

Community Resources/Information

South of Market neighborhood preparedness (www.SouthBeachSafety.com)

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San Francisco Police Department
Auxiliary Law Enforcement Response Team (ALERT)

The San Francisco Police Department has developed a volunteer citizen disaster preparedness program. The Auxiliary Law Enforcement Response Team (ALERT) will recruit, train, credential, and uniform volunteers to assist law enforcement in the event of a natural or manmade disaster. Volunteers must be at least 16 years of age and live, work, or attend high school in San Francisco. For a comprehensive overview of the ALERT program, please visit our webpage at www.sanfranciscopolice.org/alert

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NERT INFORMATION/SFFD

*The San Francisco Neighborhood Emergency Response Team (**NERT**) is **free training** from the San Francisco Fire Department in how to help yourself and your neighbors prepare for and respond to a disaster by working together. The 20-hour training includes personal preparedness, light search and rescue, disaster medicine, shutting off your utilities, and how to participate as a member of a neighborhood response team. NERT also offers continuing training for graduates and activities that support building robust neighborhood teams. For more information, visit the NERT website at http://sfgov.org/sffdnert , or contact Lt. Erica Arteseros at (415) 970-2022 or sffdnert@sfgov.org.*

NERT will be holding training opportunities over the next few months throughout several neighborhoods in San Francisco.

To register for one of the trainings listed using Eventbrite, go to: http://bit.ly/y4R3nd or call (415) 970-2024.

A Message from SF SAFE:

Watch streets become communities, and neighbors become friends. Watch crime go down, as security goes up. Watch police become partners as you join with them in making your neighborhood a better place to live.
Start a Neighborhood Watch on your block and see all these things happen!
SF SAFE (Safety Awareness for Everyone) will give you the knowledge and tools to create a stronger, more cohesive and resilient community, and teach you how to be prepared and empowered at work, on the streets or sidewalks and in your home.

Contact SF SAFE at 415-553-1984 or learn more at www.sfsafe.org

Megan's Law Website Access:
The general public can find out information on sexual predators on line by going to the DOJ website: **www.meganslaw.ca.gov** or at the SFPD link at **www.sfgov.org/police**. You may check specific names or zip codes to locate those listed in the database.

311 Customer Service Center:
What is 311? 311 is a toll free, **NON-EMERGENCY** phone number that the public can call to access information about government services. A live customer service representative will be available 24 hours a day, seven days a week, and 365 days a year. The service is available to both wired and wireless customers. Wireless customers should call (415) 701-2311. 311 employees will be able to provide translations services in more than 145 languages and dialects and will employ a diverse staff of customer service representatives. Additionally, 311 is set up to accept calls from the hearing impaired by utilizing a TTY System.

*311 will also take police reports if you DO NOT have any suspect description and the crime is not in progress. After meeting these conditions these are the reports 311 will take: Harassing phone calls, vehicle break in, vehicle tampering, lost property, theft, and vandalism/graffiti reports.

AGENDA ITEM 6
Treasure Island Development Authority
City and County of San Francisco
Meeting of June 12, 2013

Subject: **Approving the Budget of the Treasure Island Development Authority Fiscal Years 2013-14, 2014-15 and Authorizing the Director of Treasure Island to Enter into Work-Orders for Services with other City Departments, Professional Services Contracts and Agreements with Service Providers**

Contact: Mirian Saez
Director of Island Operations
415-274-0660

BACKGROUND

This presentation is for the approval of the Treasure Island Development Authority ("TIDA") Budget for Fiscal Year 2013-14 and 2014-15. It has been submitted to the Mayor of the City and County of San Francisco (the "City") for further review and inclusion in the City's FY2013-14 and 2014-15 Budgets. It authorizes the Director of Treasure Island to enter into Work-Orders with other City Departments for services associated with operations and development needs, professional service contracts with vendors, and grants and agreements with service providers.

TIDA was established as a California nonprofit public benefit corporation and delegated certain powers under state and local legislation for the purpose of promoting the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the former Naval Station Treasure Island (the "Base"). Specifically, the Treasure Island Conversion Act of 1997 (the "Act"), passed by the California legislature in 1997, granted TIDA the authority to administer the Tidelands Trust on Treasure Island/Yerba Buena Island and enabled TIDA to be designated as a Local Reuse Authority ("LRA") to manage the conversion of the former Base, which includes portions of Yerba Buena Island, from military use to civilian reuse. On January 24, 2012, the Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12. Such rescission does not affect Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust trustee for the portions of Treasure Island subject to the Tidelands Trust, or any of the other powers or authority.

The specific mission of TIDA is to redevelop the former Base and manage its integration with the City in compliance with federal, state and city guidelines, including the Tidelands Trust; create new housing and job opportunities for San Francisco residents, including assuring job opportunities for homeless and economically disadvantaged City residents; increase recreational opportunities and Bay access for San Francisco and Bay Area residents; and promote the welfare and well-being of the citizens of San Francisco.

To achieve these goals, TIDA provides services that can be grouped into two broad categories described in more detail below.

1. ***Property Management and Municipal Services***. Under the provisions of a Cooperative Agreement between TIDA and the United States of America, acting by and through the Department of the Navy ("Navy"), TIDA serves as the property manager for the Base. TIDA is responsible for the overall operations including building maintenance, utility operations and maintenance, landscaping, road repair and management of personal property. In addition, the Cooperative Agreement makes TIDA and the City responsible for the provision of municipal services to Treasure Island and Yerba Buena Island including public safety services. TIDA has entered into MOUs and work orders with numerous City departments to provide the spectrum of services required under the Cooperative Agreement.

   To offset the costs associated with property management and municipal service responsibilities, TIDA established two principal sources of revenue: (i) revenue generated from interim leasing of existing facilities; and (ii) revenue generated from special events held on the Base.

2. ***Transfer of Federal Property and Planning for Future Development***.
   In 1997, TIDA was formed and began an extensive public process to define the future the reuse of the former Naval Station Treasure Island ("the Base"). As the designated local reuse authority, TIDA, working through the Office of Economic and Workforce Development ("OEWD"), is negotiating with the Navy to acquire all real property at the Base that has not been transferred to other federal agencies or the State of California. The portions of the Base proposed to be transferred include approximately 365 acres on Treasure Island and approximately 115 acres on Yerba Buena Island. TIDA has designated OEWD as the lead negotiator and project management entity facilitating the development of former Naval Station Treasure Island on behalf of TIDA. OEWD works collaboratively with the Treasure Island Project Office to ensure effective coordination of interim reuse and the proposed development project.

   In 2003, TIDA selected Treasure Island Community Development, LLC ("TICD") through a competitive RFQ/RFP process as the master developer for the Treasure Island/Yerba Buena Island Development Project ("Project"). In 2006, TIDA and the San Francisco Board of Supervisors endorsed a Development Plan and Term Sheet for the Project, which guided the efforts required to make the ambitious reuse plans for the Islands a reality. In 2010, TIDA Board of Directors and the San Francisco Board of Supervisors endorsed an updated Development Plan and Term Sheet, which served as the basis for final real property negotiations between TIDA and both the Navy and TICD regarding disposition and development of the Islands.

   In 2011, after over ten years of extensive community engagement and public process, the Project received its necessary entitlements and approvals from TIDA Board of Directors, the San Francisco Planning Commission and the San Francisco Board of Supervisors. This included certification of a final Environmental Impact Report for the Project pursuant to the California Environmental Quality Act (CEQA), and approvals of the Disposition and Development Agreement with TICD, the Development Agreement

between the City of San Francisco and TICD, an agreement between TIDA and the Treasure Island Homeless Development Initiative, as well as other necessary land use and regulatory approvals. The 2011 entitlements were a significant milestone for the Project, and will allow implementation of the Project to begin.

Key priorities during FY2013-14 include: the first phase of property transfer from the Navy to TIDA, completion of the first phases of the Trust Exchange between TIDA and the State Lands Commission, approval of a Disposition and Development Agreement with Treasure Island Enterprises, LLC for expansion of the Treasure Island Marina, receipt and review of the first major phase application as well as associated sub-phase applications submitted by TICD, the start of construction of the Yerba Buena Island Ramps Improvement Project and further early implementation activities associated with the Project.

FISCAL YEAR 2013-14 BUDGET DISCUSSION

In presenting the proposed FY 2013-14 Budget, a review of the current year's revenues and expenses is first required. Housing revenue is less than annual projections but commercial revenue is performing better than projected. TIDA has not experienced any unplanned expenses in Professional and Specialized Services. The City Department Work-Orders are all encumbered as budgeted and no cost over-runs are anticipated.

FY 2012-13 Revenues

The TIDA Budget for FY 2012-13 projected housing revenue of $4,342,143 which included the Base Rent and Percentage Rent derived from John Stewart Company (JSCo), our property manager. JSCo has revised its projected Percentage Rent to $3,820,090. This represents an 11% decrease due in part to holding units off- line on TI for the YBI Transition Housing Rules and Regulations moves. Additionally, in its monthly Memorandum discussing the April distribution of Percentage Rent, JSCo reports that the Year to Date Actual Percentage Rent variance is 12% below budget. This is due to the expenses associated with the YBI Early Selection Program's unit turnover costs and unfunded security services costs.

The TIDA Budget for FY2012-13 projected commercial revenue at $2.5 million. The March Revenue Report provided by the General Services Agency (GSA) states that commercial revenues are at $1,877,000 or approximately 79 % of Budget. Staff has revised its projected commercial revenue for FY2012-13 to $3.1 million. This increase is due to continued creation of leasing opportunities despite our challenged properties and low commercial tenant turnover.

Therefore, the anticipated housing revenue decrease will be off-set by the increase in commercial revenue, assisting in ending the year in a positive cash position.

FY 2012-13 Expenditures
To date, TIDA has maintained FY2012-13 expenses within budget. In the last seven months, unplanned expenses associated with the San Francisco Public Utilities Commission (PUC) water testing and increased costs associated with the Department of Public Works (DPW) tree trimming and landscape improvements have been incurred. Planned Interim Move Payments of approximately $500,000 were budgeted but actuals are less than $30,000, serving to keep expenditures within the overall budget.

FY 2013-14 Budget

FY 2013-14 Revenue Projections
The total housing revenue from the John Stewart Company (JSCo) is projected to be $4,192,274 , including Base Rent and Percentage Rent. This is a slight decrease from last year as JSCo continues to hold units off-line on TI for the YBI Transition Housing Rules and Regulation and expense increase consistent with prevailing wage requirements. Commercial leasing revenue is projected to be maintained at $3.2 million in FY2013-14.

Overall, TIDA revenue for FY 2013-14 is projected to increase by nearly $500,000.

FY 2013-14 Expenditure Projections
TIDA's Administrative expenses remain low. The total Project Staff expenses-- staff salaries and staff benefits-- assume 12 total Full Time Employees (FTEs) and participation in the Summer Job+Program. Professional and Specialized Service contracts and obligations are increased modestly from last year for the Treasure Island Homeless Development Initiative (TIHDI), Toolworks (janitorial), and Rubicon (landscaping) -- consistent with an increase in their scope of services. Development Professional Service contracts are projected to be $695,000 a decrease due in part to the adjustment in interim early move costs associated with the Transition Housing Rules and Regulations.

The balance of revenues fund Operations and Development Work-Orders with City Departments for administrative services, public works and building service contracts including DPW, City Attorney, San Francisco Police Department (SFPD), Risk Manager, Department of Parking and Traffic, Department of Real Estate, Human Services Agency and Department of Public Health. The approval of the FY 2013-14 Budget authorizes the expenditures under these Work-Orders.

Annual expenditures for the PUC are increased by 4.5% for utility services and maintenance. Another $150,000 is set aside for the rental of two on-Island generators in addition to $200,000 as per the Memorandum of Understanding between TIDA and the PUC for the repayment of TIDA's outstanding debt accumulated prior to September 2006.

Project Staff proposes the Facilities and Capital Improvements line items for buildings repairs and general maintenance of the Islands in the amount of $250,000. Items initially identified as potential expenditures for improving the Quality of Life by the community on-Island include: improved street lighting in and around the Child Care Facility, street

paving, and street signage including Children at Play and Stop signs, traffic calming measures, security gates, improved picnic areas and more youth programs.

The proposed FY 2013-14 Budget is a balanced budget.

FISCAL YEAR 2014-15 BUDGET DISCUSSION

The FY2014-15 Budget is provided for review and approval. Revenues are anticipated to decrease in the second half of that fiscal year as we proceed through Phase One with expenses lower than previous years mainly in City-Work Order costs.

RECOMMENDATON:

Staff recommends approval of the Fiscal Year 2013-14 Budget and Fiscal Year 2014-15 Budget.

The FY 2013-14 Budget Information is outlined in the following exhibits.

Exhibit A - TIDA Revenue Forecast

Exhibit B –TIDA Revenue Details

Exhibit C –TIDA Expense Comparison

Exhibit D- TIDA Expense Details

Exhibit E- TIDA Projected Revenue and Expense FY 2014-15 (2 pages)

Exhibit F- Treasure Island Development Authority Budgeted FTE Positions, FY13-15

Exhibit G-TIDA FY 2012-2013 Accomplishments and Project Office FY 2013-2014 Goals

Prepared by Mirian Saez,
Director of Island Operations

EXHIBIT A

Treasure Island Revenue Forecast FY13-14 (as of 5/28/13)

DRAFT

TIDA REVENUE SOURCES	FY12-13 Budget	FY13-14 Projections	Variance
Joint Venture Special Events	$ 286,000	$ 295,000	$ 9,000
TIDA Special Events Revenues	$ 316,200	$ 218,850	$ (97,350)
TI Commercial Revenues	$ 2,505,000	$ 3,216,241	$ 711,241
Film Revenues	$ 25,000	$ 30,000	$ 5,000
YBI Cellsites/ Banner Revenues	$ 282,550	$ 297,720	$ 15,170
Marina Revenues	$ 90,000	$ 90,000	$ -
John Stewart Company Housing Revenu	$ 4,342,143	$ 4,192,274	$ (149,869)
Housing CAM	$ 479,472	$ 479,472	$ -
Grand Totals	**$ 8,326,365**	**$ 8,819,557**	**$493,192**

EXHIBIT B

I. TIDA REVENUE DETAILS

A. TI Special Events Revenues

This amount reflects revenues received from special events held on Treasure Island such as corporate events, wedding receptions, and recreational use. The revenues are separated between the Joint Venture Agreement (JV) and the TIDA-booked events to differentiate and monitor funds.

1. Joint Venture Special Events

TIDA FY2012-13 Budget	TIDA FY2013-14 Budget	Change
$286,000	$295,000	$9,000

This amount reflects revenue based on fees from the rental of Special Events venues and participation revenue from the food sales of 3%.

2. TIDA- Special Events

TIDA FY2012-13 Budget	TIDA FY2013-14 Budget	Change
$316,200	$218,850	($97,350)

This amount is reflects revenue based on returning Special Events and availability of space for such events including SF Marathon, Dragon Boat Festival, TI Music Festival, Oracle World and TI Flea Market, among others including the Bay Bridge opening celebration. The decrease is due to the loss of Hanger 3 as an available special event venue.

B. TI Commercial Revenues

TIDA FY2012-13 Budget	TIDA FY2013-14 Budget	Change
$2,505,000	$3,216,241	$711,241

This amount reflects executed subleases and potential new subleasing opportunities for commercial space on Treasure Island. The increase is due in part to recent agreement to lease Hanger 3.

C. TI Film/Photo Permits

TIDA FY2012-13 Budget	TIDA FY2013-14 Budget	Change
$25,000	$30,000	$5,000

This amount reflects revenues received from permits issued on the Islands in the current fiscal year.

D. **Cell Sites, Banner & Franchise fees**

TIDA FY2012-13 Budget	TIDA FY2013-14 Budget	Change
$282,550	**$297,720**	**$15,170**

This amount reflects revenues that will be received from cell sites, banners and franchise fees with anticipated CPI adjustment based on continued subleases with ATT, Comcast and T-Mobile, among others.

E. **TI Maritime**

TIDA FY2012-13 Budget	TIDA FY2013-14 Budget	Change
$90,000	**$90,000**	**$0**

This amount reflects the executed Master Southern Waterfront agreement for use of Treasure Island Marina based on a minimum monthly rent of $7,500; $90,000 annualized.

F. **JSCO-Housing Revenues**

TIDA FY2012-13 Budget	TIDA FY2013-14 Budget	Change
$4,342,142	**$4,192,274**	**$149,868**

1. Percentage Rent: Based on occupancy of approximately 426 of the 529 income generating units during FY 2013-14, the total projected housing revenues from the John Stewart Company (JSCO) is $4,192,274 after deducting expenses including payment to JSCO of its Management Fee and Percentage Rent. Further, based on the Third Amendment to the Sharing Agreement between TIDA and the Treasure Island Homeless Development Initiative (TIHDI) approved by the Treasure Island Development Authority Board (the "Authority") in 2007, TIHDI will receive $350,069, or 8.49% of the total Percentage Rent received by the Authority.

   John Stewart Company Percentage Rent Paid to TIDA: $3,913,150

   TIHDI-TIDA Sharing Agreement Calculations: ($3,913,150 X 8.49%) = $332,226

   John Stewart Company Percentage Rent Net to TIDA: ($3,913,150 -$332,226) = $3,580,924

2. Base Rent: The John Stewart Company projects $611,350 in Base Rent in the FY 2013-14.

   Total John Stewart Housing Revenues: $3,580,924 + 611,350 = $4,192,274

G. **Housing CAM**

TIDA FY2012-13 Budget	TIDA FY2013-14 Budget	Change
$479,472	**$479,472**	**$0**

The amount reflects income for housing Common Area Maintenance (CAM) charges.

Exhibit C

I OPERATIONS EXPENSES Comparison (as of 5/30/13)	TIDA APPROVED FY2012-13 BUDGET	Proposed FY2013-14 BUDGET	VARIANCE
A. ADMINISTRATION			
TRAINING, CONFERENCES AND TRAVEL COSTS (02200)	$6,300	$20,300	$14,000
EMPLOYEE FIELD EXPENSES (LOCAL FIELD EXPENSES) (02300)	$1,750	$2,000	$250
MEMBERSHIP FEES (02400)	$6,700	$6,700	$0
PROMOTIONAL AND MARKETING EXPENSE (02500)	$13,500	$35,000	$21,500
ADMIN PROFESSIONAL & SPECIALIZED SERVICES (02700)			
a. TIHDI - OPERATING CONTRACT	$162,000	$171,000	$9,000
b. TREASURE ISLAND BOYS & GIRLS CLUB HOUSE	$136,990	$146,990	$10,000
c. TI GYM OPERATIONS YMCA	$146,775	$146,775	$0
d. OTHER PROFESSIONAL SERVICES (02799)	$87,500	$45,000	($42,500)
e. REDEVELOPMENT PROFESSIONAL SERVICES (02799)	$1,000,400	$695,000	($305,400)
TOTAL ADMINISTRATION	**$1,561,915**	**$1,268,765**	**($293,150)**
B. PROFESSIONAL & SPECIALIZED SERVICES (2800)			
A. MAINTENANCE SERVICES - BUILDINGS			
A. SCAVENGER SERVICES (Trash Disposal)	$25,000	$31,250	$6,250
B. JANITORIAL SERVICES (TOOLWORKS)	$123,600	$130,000	$6,400
C. PEST CONTROL (2803)		$5,000	$5,000
D. GROUNDS MAINTENANCE (RUBICON) (02801)	$660,000	$705,000	$45,000
E. MAINTENANCE SERVICES (BUILDING) (02899)	$90,010	$100,000	$9,990
E. MAINTENANCE SERVICES (FACILITY)) (02800)	$100,000	$150,000	$50,000
F. MISC. FACILITIY (PUBLIC ART HISTORICAL PRESERVATION) (03031)	$17,000	$20,000	$3,000
2. RENTS & LEASES - EQUIPMENT (03100-03599)	$11,700	$50,000	$38,300
3. MATERIALS & SUPPLIES (04000)	$15,000	$25,000	$10,000
4. OTHER MATERIAL AND SUPPLIES - PUBLIC SAFETY (04599)		$25,000	$25,000
TOTAL PROFFESSIONAL & SPECIALIZED SERVICES	**$1,042,310**	**$1,241,250**	**$198,940**
C. CITY DEPARTMENT WORK-ORDERS			
GENERAL SERVICES AGENCY (081CA)	$1,998,079	$2,164,368	$166,289
OFFICE OF COMMUNITY INVESTMENT AND INFRASTURE (081AD)	$39,526		($39,526)
RISK MANAGEMENT SERVICES (OPERATIONS AND REDEVELOPMENT INSURANCE) (081CB)	$156,000	$186,500	$30,500
CONTROLLER MANAGEMENT SERVICES (081CC)	$20,000		
GF- CITY ATTORNEY - LEGAL SERVICES OFERATIONS (081CT)	$993,558	$996,558	$3,000
[illegible] ISD SERVICES (081C)	$26,621	$26,181	($440)
[illegible] SERVICES (081CS)	$487	$487	$0
GF- [illegible]S TELEPHONE SERICES (081ET)	$13,619	$13,892	$273
GF - FIRE (081FC)	$3,000	$103,000	$100,000
HR - MANAGEMENT TRAINING	$3,000	$4,740	$1,740
IS-PURCH-CENTRAL SHOPS-AUTO MAINT (AAO) (081PA)	$12,000	$11,660	($340)
IS-PURCH-CENTRAL SHOPS-FUEL STOCK (AAO) (081PF)	$4,000	$3,887	($113)
GF - PARKING & TRAFFIC (081PK)	$25,000	$25,000	$0
IS-PURCH-REPRODUCTION (AAO) (081PR)	$6,000	$6,000	$0
GF - POLICE SECURITY (SFPD) (081SP)	$74,234	$80,087	$5,853
GF-PUC-HETCH HETCHY (081UH)	$1,043,360	$1,074,661	$1,600
SR-DPW-BUILDING REPAIR (081WB)	$810,157	$849,835	$39,678
SR-DPW-BUREAU OF STREET ENVIRONMENTAL SERVICES (081WC)	$214,724	$154,063	($60,661)
SR-DPW-BUREAU OF STREETS AND SEWER REPAIR SERVICES (081WR)	$82,673	$180,681	$98,008
SR-DPW-BUREAU OF URBAN FORESTRY SERVICES (081WU)	$164,000	$305,902	$141,902
ADM - REAL ESTATE SPECIAL SERVICES (DEPT. OF REAL ESTATE- FACILITIES MGMT) (081W*)	$32,072	$32,040	($32)
HUMAN SERVICES AGENCY (081SS)		$40,000	$40,000
DEPARTMENT OF PUBLIC HEALTH (081HP)		$50,000	$50,000
TOTAL CITY DEPARTMENT WORK-ORDERS	**$5,722,110**	**$6,309,542**	**$587,432**
TOTAL OPERATIONS EXPENDITURES	**$8,296,628**	**$8,819,557**	**$522,929**
TOTAL REVENUES	**$8,326,365**	**$8,819,557**	**$493,192**
			$0
RESIDUAL FOR RESERVE	**$29,737**	**$0**	**($29,737)**
			$0
			$0

II. TIDA EXPENSE DETAILS

The expenditure for daily operations and development for Treasure and Yerba Buena Islands are defined under the following three categories: Administration, Professional and Specialized Services, and City Department Work-Orders. This year, we combined, consolidated and aligned the TIDA budget more closely to the City's computer system FAMIS. While most line items can be compared to last year's budget, some cannot. However, the Total Expenses do represent the budget as approved and are not affected by this alignment.

A. ADMINISTRATION

1. Training, Conference and Travel Costs (02200)

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$6,300	$20,300	$14,000

The Proposed Budget combines categories and provides an increase of funding for training, seminars and conferences, including costs of travel. The annual Staff Performance Plans encourage staff participating in professional development.

2. Employee Field Expenses (02300)

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$1,750	$2,000	$250

The Proposed Budget increases the level of funding for local field costs in the amount of $750. This increase is due to actuals from the previous year.

3. Membership Fees (02400)

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$6,700	$6,700	$0

The Proposed Budget provides for the same level of funding for Membership Fees in the amount of $6,700. The annual Staff Performance Plans encourage professional development.

4. Marketing and Promotion (02500)

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$13,500	$35,000	$21,500

The Proposed Budget combines categories and increases the level of funding due to reclassifications. Marketing and Promotion funds to supports the 75th Anniversary of the Golden Gate International Exposition, preservation video project, Good Neighbors programs among others activities and purchasing promotion and production materials.

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5. **Administrative Professional & Specialized Services (02700)**
This category provides funding for professional services, including social services.

a. **Treasure Island Homeless Development Initiative (TIHDI) – (02711)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$162,000	$171,000	$9,000

The Proposed Budget increases the level of funding for the Treasure Island Homeless Development Initiative (TIHDI) – Operating Contract in the amount of $9,000. Under the Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative, TIHDI provides several services to TIDA including coordinating and facilitating participation of community-based homeless service organizations, operating the job broker system, as well as future development planning. Additionally this year, working with SF Safe, TIHDI will coordinate and provide Community Leadership programming to Island residents. The program costs includes stipends for participants who complete the program. TIHDI operates the building known as the ShipShape free of charge as a public benefit.

b. **Treasure Island Boys and Girls Club House (02711)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$136,990	$146,990	$10,000

The Proposed Budget increases the level of funding for The Boys and Girls Club House in the amount of $10,000 to fund Island youth participation at Camp Mendocino. The Boys and Girls Club on Treasure Island provides health, education and youth development services to TI children and their families. The Boys and Girls Club occupies two of the former school pods and are provided free of charge as a public benefit. TIDA maintains the facility.

c. **TI Gym Operation (02711)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$146,775	$146,775	$0

The Proposed Budget maintains the same level of funding for the YMCA to operate the TI Gym. The YMCA provides health, education, youth and adult programs to Island residents free of charge. TIDA maintains the facility.

In FY2006-07, the YMCA was contracted as Operator to manage the Treasure Island gym facility after a formal solicitation. TIDA has recently issued a RFP for such services. The Proposed Budget amount is a place-holder for anticipated costs.

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d. **Other Professional Services (02799)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$87,500	$45,000	($42,500)

The Proposed Budget combines categories and decreases the amount due to reclassification of expenses. The line item includes the following professional services: the cost of marine salvage for the removal of sunken, abandoned and stored vessels from the Clipper Cove; cost of security services; signage; interpreters, transportation costs and stipends for interns.

e. **Development Professional Services (02799)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$1,000,400	$695,000	($305,400)

The Proposed Budget decreased $375,400 in professional services as detailed below in the Table due in part to the costs associated with the interim moves relating to the Transition Housing Rules and Regulations.

PROFESSIONAL & SPECIALIZED SERVICES	FY 12-13 Approved	FY 13-14 Proposed
Environmental Engineering (Geomatrix)	$180,000	$180,000
Renewable Energy Policy & Finance (Need to Issue RFQ)	$0	$75,000
Economic & Fiscal Analysis (EPS+JLL/PMA)	$0	$0
Financial Advisor/Bond Counsel (MOPF)	$50,000	$50,000
Appraisal/Other Consultants	$0	$0
Land Transfer and Closing Costs (TBD)	$25,000	$25,000
Relocation Consultant (Paragon)	$50,000	$75,000
SFCTA	$150,000	$150,000
Interim Move Payments (Estimate February 2013)	$545,400	$140,000
Subtotals	**$1,000,400**	**$695,000**

B. **PROFESSIONAL AND SPECIALIZED SERVICES (2800)**

1. **Maintenance Services – Buildings**

a. **Scavenger Services (02801)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$25,000	$31,250	$6,250

The Proposed Budget increases the level of funding by $6,250, or 25% for commercial trash removal and recycling services to Treasure and Yerba Buena Islands, special events. This increase is due to actuals from the previous year.

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b. **Janitorial Services – Toolworks (02802)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$123,600	$130,000	$6,400

The Proposed Budget increases Janitorial Services based on the increased costs of materials, supplies and scope of work. Toolworks provides janitorial maintenance services to Buildings One and 502- the childcare facility managed by Catholic Charities. Toolworks is a member organization of TIHDI that employs formerly homeless and economically disadvantaged individuals.

c. **Pest Control – (2803)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$0	$5,000	$5,000

The Proposed Budget combines categories and reclassifies this expense.

d. **Grounds Maintenance – Rubicon (02805)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$660,000	$705,000	$45,000

The Proposed Budget increases the level of funding for Grounds Maintenance based on increased scope of work to maintain the Special Events District: Library, Pavilion, Chapel and Casa De La Vista, as well as providing $5,000 for the Just One Tree Project. Rubicon Enterprises provides all landscaping maintenance services on Treasure and Yerba Buena Islands and has separate landscaping contracts with other housing providers. Rubicon is a member organization of TIHDI and employs formerly homeless and economically disadvantaged individuals.

e. **Maintenance Services – Buildings (02899)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$90,010	$100,000	$9,990

The Proposed Budget provides for an increase of funding for TIDA Facilities Management by $9,990. The funding for TIDA Facilities Management expenses (outside of the scope of services provided by DPW Work Orders) will fund contracts as needed for property maintenance and upkeep, including improvements to the child care facility and gym, emergency roof repairs and patrolling vacant buildings.

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f. **Maintenance Services - Facility (02800)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$100,000	$150,000	$50,000

The Proposed Budget increases the level of funding for Facilities Maintenance. The Budget allocates funding for street paving, seal coating residential parking lots, vegetation management, fencing, demolition of buildings, and improvement along the waterfronts of the Island to enhance visitor experience. These are funds that are to be allocated as-needed in the form of a Work-Order.

g. **Miscellaneous Facility (Public Art Historical Preservation) (03031)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$17,000	$20,000	$3,000

The Proposed Budget increases the level of funding for Public Art/Historical Preservation. The expenditure line funds historic interpretation and programming, provides for the care and conservation of the Authority's existing historic artifacts such as storage of murals and TI museum collection with art storage contractor.

2. **Rents & Leases – Equipment (03100- 03599)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$11,700	$50,000	$38,300

The Proposed Budget combines categories and reclassifies funding for Rents & Leases – Equipment. The funding for Rents & Leased Equipment is for rentals including a copier, postage machine, Comcast services, and water dispenser. This category also funds Other Current Expenses portable restrooms, messenger services, audio services, periodicals, advertising, and printing such as business cards. TIDA staff encourages TIDA members to go paperless.

3. **Materials & Supplies (0400)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$15,000	$25,000	$10,000

The Proposed Budget combines funding for Materials & Supplies. The funding for Materials and Supplies includes office materials such as toners, stationary, and recycling receptacles, copier supplies, copy paper, safety equipment and food expenses. This category also funds recreational expenses, flags and banners.

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4. **Other Materials & Supplies-Public Safety (04599)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$0	$25,000	$25,000

The Proposed Budget increases the level of funding from last year for Public Safety and Security Services which now includes Emergency Preparedness. This is an important component of our property management and caretaking responsibilities. This expenditure line includes the costs to provide seminars, educational programs, and resilience conferences for the Island's emergency preparedness. The expenditure also includes the purchase of care and shelter equipment, including satellite phone and radios.

C. **TIDA WORK-ORDER SERVICES WITH OTHER DEPARTMENTS**

1. **General Services Agency (081CA)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$1,998,079	$2,164,368	$166,289

The Proposed Budget increases the level of funding by $166,289. The Proposed staffing plan is 12 full-time positions in FY 12-13 for Operations and Development. All positions are employees of General Services Agency (GSA) and are reflected in the GSA's budget presented to the Board of Supervisors.
The Proposed Budget provides for Financial Oversight/IT Services. General Services Agency provides services to TIDA in support of human resources, budget, accounting, financial reporting including FAMIS and payroll. In addition, certain information and technology support including network, server, workstation, software maintenance and support are also managed by General Services Agency. Assist TIDA departmental resiliency through integration with City emergency logistics planning and with City post-disaster damage assessment policies and protocols.

The Proposed Budget also provides for TIDA Board Health Benefits.

2. **Office of Community Investment(081AD)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$39,526	$0	($39,526)

3. **Risk Management Services –Insurance (081CB)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$156,000	$186,500	$30,500

The Proposed Budget increases Risk Management Services (Insurance) by $35,000 consistent with the needs of both Operations and Development. This W.O provides funding for general liability coverage, liability insurance for TIDA's Board of Directors and administrative review

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of proposed subleases and use-permits by the Risk Manager to determine appropriate insurance requirements, along with required insurance for the YBI ramps project.

4. **San Francisco City Controller-Management (081CO)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$20,000	$0	($20,000)

5. **City Attorney – Legal Services – Operations & Redevelopment (081CT)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$993,558	$996,558	$3,000

The Proposed Budget combines and provides an increase of funds for Operations and Development. This W.O provides funds for the City Attorney's Office to act as TIDA's General Counsel and to provide legal services for TIDA's role as caretaker and property manager of the islands and other administrative responsibilities. This W.O also provides funds for the City Attorney's Office to act as TIDA's General Counsel and to provide legal services in TIDA's role as planner and negotiator for Development.

6. **TIS– IDS Services (081CI)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$26,621	$26,181	$440

The Proposed Budget provides for same level of funding from last year for IDS Services based on actuals. Department of Telecommunications and Information Systems maintain our infrastructure and provide telephone services and cell phones. DTIS also provides maintenance services for TIDA's website.

7. **TIS-IDS Service (081C5)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$487	$487	$0

8. **TIS-Telephone Service (081ET)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$13,619	$13,892	$273

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9. **San Francisco Fire Department (081FC)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$3,000	$103,000	$100,000

The Proposed Budget increases the funding for the Fire Department. Funds will be used for NERT trainings and fire suppression systems projects on north end of Treasure Island.

10. **Human Resources – Management Training (081H2)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$3,000	$4,740	$1,740

The Proposed Budget increases the level of funding consistent with actuals. The annual Staff Performance Plans encourage staff to participate in professional development.

11. **Purchasing -Central Shops–Auto Maintenance (081PA)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$12,000	$11,660	($340)

12. **Purchasing -Central Shops– Fuel (081PF)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$4,000	$3,887	($113)

13. **Department of Parking and Traffic (DPT) (081PK)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$25,000	$25,000	$0

The Proposed Budget provides for the same level of funding as last year. This W.O provides funds to DPT services for traffic control and parking enforcement during major public holidays and events when spectators and large crowds visit the Island. These events may include 4TH of July, America's Cup, Fleet Week, Halloween, KFOG Kaboom and New Year's Eve. Funds also for purchase of parking permit.

14. **Purchasing –Reproduction (081PR)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$6,000	$6,000	$0

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The Proposed Budget provides for the same level of funding based on actuals. The Reproduction funding line is for city stationary, envelops, labels, and alike.

15. **San Francisco Police Department (081PS)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$74,234	$80,087	$5,853

The Proposed Budget increases the SFPD Budget by $5,853. The work order provides for building and grounds patrol during week nights at Building One.

16. **Public Utilities Commission – Hetch Hetchy**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$1,043,360	$1,074,661	$31,301

The Proposed Budget increases the level of funding for the PUC for TIDA's utilities and maintenance expenses by 4.5%. TIDA also leases two back-up generators at the cost of $150,000 a year. Another $200,000 is allocated for the MOU between TIDA for the settlement of TIDA's outstanding liabilities from previous years.

17. **DPW Bureau of Building Repair (BBR) (081WB)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$810,157	$849,835	$39,678

The Proposed Budget increases the level of funding for BBR. BBR provides funding for a Senior Stationary Engineer, a Stationary Engineer and a laborer as well as crafts such as electrical, plumbing, glass, sheet metal, locksmith and carpenter on an as needed basis. This line also funds materials and supplies.

18. **DPW Bureau of Street Environmental Services (BSES) (081WC)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$214,724	$154,063	($60,661)

The Proposed Budget decreases the level of funding for BSES consistent with actuals. BSES provides service for two nights weekly freeway on/off ramp street cleaning, weekly manual landscape cleaning, and twice monthly streets and roadways street cleaning. BSES also provides trash can set-up, clean-up and debris removal for special public events such as New Year's Eve, Memorial Day, 4TH of July and Fleet Week and during weekends.

This line funds the day staff at the Front-Gate to monitor traffic entering and exiting Treasure Island and to assist visitors with directions and information.

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19. **DPW Bureau of Streets and Sewer Repair Services (BSSR) (081WR)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$82,673	$180,681	$98,008

The Proposed Budget increases the level of funding for street paving and pothole repairs on Treasure and Yerba Buena Islands for a total of forty (40) repair visits during the year.

20. **DPW Bureau of Urban Forestry Services (BUF) (081WU)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$164,000	$305,092	$141,092

The Proposed Budget increases the level of funding for BUF. The addition funds are for Tree Management Services including arborists for tree care, pruning and removal.

21. **Real Estate Special Services (DRE) (081W6)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$32,072	$32,040	($32)

The Proposed Budget maintains the same the level of funding for the Real Estate Special Services (DRE), consistent with contract costs. The work order funds Facilities Management Services (DRE) for building service contracts such as fire alarm system, sprinkler system and elevator maintenance services.

22. **Human Service Agency (081SS) Early Care and Education (Child Care)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$0	$40,000	$40,000

The Proposed FY 13-14 Budget provides funding for Catholic Charities to operate the Child Development Facilities. Catholic Charities occupies the child care facility free of charge as a public benefit and TIDA maintains the facility.

23. **Department of Public Health (TI Health Clinic)(081HE)**

TIDA FY 12-13 Budget	Proposed FY 2013-14	Change
$0	$50,000	$50,000

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EXHIBIT D

The Proposed Budget funds staff associated with the new TI Health Clinic and Development support.

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Treasure Island Projected Revenue FY13-14, 14-15

TIDA REVENUE SOURCES	FY12-13 Budget	FY13-14 Projections	FY14-15 Projections
Joint Venture Special Events	$ 286,000	$ 295,000	$ 300,900
TIDA Special Events Revenues	$ 316,200	$ 218,850	$ 218,850
TI Commercial Revenues	$ 2,505,000	$ 3,216,241	$ 3,141,804
Film Revenues	$ 25,000	$ 30,000	$ 30,000
YBI Cellsites/ Banner Revenues	$ 282,550	$ 297,720	$ 303,674
Marina Revenues	$ 90,000	$ 90,000	$ 90,000
John Stewart Company Housing Revent	$ 4,342,143	$ 4,192,274	$ 4,186,357
Housing CAM	$ 479,472	$ 479,472	$ 479,472
Grand Totals	**$ 8,326,365**	**$ 8,819,557**	**$ 8,751,057**

Assumptions:
2014/15 commercial revenues include 3 % increase
as well as elimination of Tenants south of California Aveue
effected by implimentation of development phase 1

EXHIBIT E

Exhibit E

TIDA OPERATIONS PROJECTED EXPENSES (as of 5/20/13)	APPROVED FY2012-13 BUDGET	FY2013-14 BUDGET	FY2014-15 BUDGET
A. ADMINISTRATION			
TRAINING, CONFERENCES AND TRAVEL COSTS (02200)	$6,300	$20,300	$20,300
EMPLOYEE FIELD EXPENSES (LOCAL FIELD EXPENSES) (02300)	$1,750	$2,000	$2,000
MEMBERSHIP FEES (02400)	$6,700	$6,700	$6,700
PROMOTIONAL AND MARKETING EXPENSE (02500)	$13,500	$35,000	$35,000
ADMIN PROFESSIONAL & SPECIALIZED SERVICES (02700)			
a. TIHDI - OPERATING CONTRACT	$162,000	$171,000	$171,000
b. TREASURE ISLAND BOYS & GIRLS CLUB HOUSE	$136,990	$146,990	$146,990
c. TI GYM OPERATIONS YMCA	$146,775	$146,775	$146,775
d. OTHER PROFESSIONAL SERVICES (02799)	$87,500	$45,000	$45,000
e. REDEVELOPMENT PROFESSIONAL SERVICES (02799)	$1,000,400	$695,000	$1,030,000
TOTAL ADMINISTRATION	**$1,561,915**	**$1,268,765**	**$1,603,765**
B. PROFESSIONAL & SPECIALIZED SERVICES (2800)			$0
1. MAINTENANCE SERVICES - BUILDINGS			$0
A. SCAVENGER SERVICES (Trash Disposal)	$25,000	$31,250	$31,250
B. JANITORIAL SERVICES (TOOLWORKS)	$123,600	$130,000	$130,000
C. PEST CONTROL (2803)		$5,000	$5,000
D. GROUNDS MAINTENANCE (RUBICON) (02801)	$660,000	$705,000	$705,000
E. MAINTENANCE SERVICES (BUILDING) (02899)	$90,010	$100,000	$100,000
E. MAINTENANCE SERVICES (FACILITY)) (02800)	$100,000	$150,000	$150,000
F. MISC. FACILITIY (PUBLIC ART HISTORICAL PRESERVATION) (03031)	$17,000	$20,000	$20,000
2. RENTS & LEASES - EQUIPMENT (03100-03599)	$11,700	$50,000	$50,000
3. MATERIALS & SUPPLIES (04000)	$15,000	$25,000	$25,000
4. OTHER MATERIAL AND SUPPLIES - PUBLIC SAFETY (04599)		$25,000	$25,000
TOTAL PROFFESSIONAL & SPECIALIZED SERVICES	**$1,042,310**	**$1,241,250**	**$1,241,250**
C. CITY DEPARTMENT WORK-ORDERS			
GENERAL SERVICES AGENCY (081CA)	$1,998,079	$2,164,368	$2,164,368
OFFICE OF COMMUNITY INVESTMENT AND INFRASTURE (081AD)	$39,526		
RISK MANAGEMENT SERVICES (OPERATIONS AND REDEVELOPMENT INSURANCE) (081CB)	$156,000	$186,500	$86,500
CONTROLLER MANAGEMENT SERVICES (081CO)	$20,000		
GF- CITY ATTORNEY - LEGAL SERVICES OPERATIONS (081CT)	$993,586	$996,558	$996,558
IS - TIS - ISD SERVICES (081CI)	$26,621	$26,181	$25,511
TIS-IDS SERVICES (081CS)	$487	$487	$487
GF- TIS TELEPHONE SERVICES (081ET)	$13,619	$13,892	$14,158
GF - FIRE (081FD)	$3,000	$103,000	$5,000
HR - MANAGEMENT TRAINING	$3,000	$4,740	$4,740
IS- PURCH-CENTRAL SHOPS-AUTO MAINT (AAO) (081PA)	$12,000	$11,660	$10,101
IS- PURCH-CENTRAL SHOPS-FUEL STOCK (AAO) (081PF)	$4,000	$3,887	$2,212
GF - PARKING & TRAFFIC (081PK)	$25,000	$25,000	$25,000
IS-PURCH-REPRODUCTION (AAO) (081PR)	$6,000	$6,000	$6,000
GF - POLICE SECURITY (SFPD) (081SP)	$74,234	$80,087	$83,690
GF-PUC-HETCH HETCHY (081UH)	$1,043,360	$1,074,661	$1,113,780
SR-DPW-BUILDING REPAIR (081WB)	$810,157	$849,835	$810,157
SR-DPW-BUREAU OF STREET ENVIRONMENTAL SERVICES (081WC)	$214,724	$154,063	$154,063
SR-DPW-BUREAU OF STREETS AND SEWER REPAIR SERVICES (081WR)	$62,673	$180,681	$131,677
SR-DPW-BUREAU OF URBAN FORESTRY SERVICES (081WU)	$164,000	$305,902	$185,000
ADM - REAL ESTATE SPECIAL SERVICES (DEPT. OF REAL ESTATE- FACILITIES MGMT) (081W*)	$32,072	$32,040	$32,040
HUMAN SERVICES AGENCY (081SS)		$40,000	$40,000
DEPARTMENT OF PUBLIC HEALTH (081HP)		$50,000	$15,000
TOTAL CITY DEPARTMENT WORK-ORDERS	**$5,722,140**	**$6,309,542**	**$5,906,042**
TOTAL OPERATIONS EXPENDITURES	**$8,326,365**	**$8,819,557**	**$8,751,057**
TOTAL REVENUES	**$8,326,365**	**$8,819,557**	**$8,751,057**
RESIDUAL FOR RESERVE	**$0**	**$0**	**$0**

EXHIBIT F

Treasure Island Development Authority Budgeted FTE Positions, FY13-15

Job Class	Job Class Title	FY13-14	FY14-15
0943	Manager VIII	1.00	1.00
0953	Deputy Director III	1.00	1.00
0933	Manager V	1.00	1.00
0941	Manager VI	-	-
1820	Junior Administrative Analyst	1.00	1.00
1823	Senior Administrative Analyst	4.00	3.00
1824	Principal Administrative Analyst	1.00	1.00
1840	Junior Management Assistant	1.00	1.00
4140	Real Property Manager	1.00	1.00
4143	Principal Real Property Officer	1.00	1.00
9993M_Z	Attrition Savings - Miscellaneous	(0.31)	(0.31)
TEMPM_E	Temporary - Miscellaneous	0.18	0.18
		11.87	**10.87**

EXHIBIT G

TREASURE ISLAND PROJECT OFFICE
FY 2012-2013 OPERATIONS ACCOMPLISHMENTS
(As of June 7, 2013)

I. Quality of Life Issues

- **Streets Improvement Project:**
    - Sealed Gateview Avenue between 9th and 13th Streets in Treasure Island residential area.
    - Installed bicycle lanes and traffic calming measures on 9th Street between Avenue of Palms and Avenue D.
    - Improved crosswalk striping and signage throughout Treasure Island.
    - Refreshed red zones throughout Treasure Island.
    - Completed as-needed traffic lane re-striping throughout Treasure Island.
    - Installed speed cushions on Avenue of Palms and 9th Street.

- **Bus Stop Shelter Maintenance and Refurbishment:** MUNI 108 bus shelter maintenance program included graffiti removal, replacement of broken glass panels, installation of new refuse containers at shelters in residential area, power washing of shelters.

- **Street Lighting Maintenance :** Improvement of street lighting luminosity throughout Treasure and Yerba Buena Islands; integrated reporting of on-Island street light outages into SF 311 system to assure timely repair by SFPUC.

- Completed integration of **Treasure/Yerba Buena Island calls for municipal services into SF 311 system.**

- Established **full-service community-serving grocery store at Building 449.**

- Funded **On-Island Child Development Center** -7/1/2012 – present.

- Funded **operation of Treasure Island Gymnasium by Embarcadero YMCA** – 7/1/2012 – present.

- Funded **On-Island Boys and Girls Club Treasure Island Clubhouse** – 7/1/2012 – present.

- **Provided $10,000 Grant to Boys and Girls Club of San Francisco** to increase programming at Treasure Island Clubhouse during summer of 2012 and to allow scholarships for Treasure Island children to attend BGCSF Camp Mendocino.

II. Public Safety and Emergency Planning

- **Nuisance Building Maintenance Program:** On-going maintenance and inspection of identified nuisance buildings, including quarterly sweeps of interior of facilities, as-needed board-ups and repairs to facility access points and exteriors.

- Coordinated implementation of additional on-Island private security patrols through Treasure Island Villages.

- Installed **two additional City of San Francisco Emergency Outdoor Warning System sirens and loudspeakers on-Island** in Treasure Island residential area and at Treasure Island Job Corps Campus.

- Staffed San Francisco's Emergency Operations Center and provided on-Island support to Public Utilities Commission response to **October, 2012 Treasure Island Water Main Break.**

- Activated a San Francisco Public Utilities Roam Support Alert Network Group for Treasure Island/Yerba Buena Island for distribution of **Internal Notifications and Updates concerning Unplanned On-Island Utility Outages** to on-Island stakeholder agencies.

- Coordinated with SF 311 and Department of Emergency Management on activation of **94130-specific alerts for the AlertSF public notification system.**

- Assisted San Francisco Fire Department with **on-Island helicopter operations supporting two separate Search-and-Rescue and Medical Transport exercises.**

- Coordinated **assessment of on-Island back-up fire suppression capabilities** with San Francisco Fire Department and San

Francisco Public Utilities Commission, including inspection of existing pump system at Pier 1 and **repair of drafting pit pump apparatus at Fire Training Facility**.

- Hosted **4th Annual National Night Out** community public safety event on August 7, 2012.

- Coordinated **on-Island Emergency Readiness Workshop** and **SF Neighborhood Emergency Response Team (SF NERT) Orientation Workshop** for Island community on March 27th, 2013.

- Coordinated **on-Island SFFD SF Neighborhood Emergency Response Team (SF NERT) training** held May-June, 2013.

- Participated in City and County of San Francisco's **2013 Golden Guardian Exercise**.

- Coordinated **occupancy of Treasure Island housing units by 4 Treasure Island families displaced by Mariner Drive** fire through Temporary Emergency Housing Plan.

III. Beautification

- **Treasure Island Fogwatch Picnic Area Improvement Project**: Completed landscaping at Fogwatch Picnic Area including removal of overgrown brush and dead trees.

- Coordinated **graffiti removal by Department of Public Works** throughout Treasure Island.

- **Vegetation Management Plan**
    - **Removed diseased trees and hazardous tree limbs** in residential area and Special Event District on Treasure Island.

IV. Historic

- Extended **Loan Agreement with Fine Arts Museums of San Francisco** for continued exhibition of Miguel Covarrubias "Fauna and Flora of the Pacific" mural at deYoung Museum.

- **Extended Sublease of historic Quarters 1 and executed new Sublease of historic Quarters 2** including provisions for tenant caretaker responsibilities with Monica Hobbs Catering.

- Extended Sublease with Treasure Island Museum Association (TIMA) for use of Administration Building Room 111 for **temporary historic programming exhibits.**

- Sponsored **TIMA "Small Island, Big Ideas" Lecture Series.**

- Coordinated acceptance of **historic posters from Treasure Island Museum Collection** into San Francisco Public Library – City Archives for proper conservation and storage.

- Coordinated installation of **interactive interpretive signage for Pacific Unity sculptures** located at Administration Building with Treasure Island Museum Association.

- Continued **on-going monitoring, maintenance and as-needed repair of Historic Properties** including of the Administration Building, Hangar 3, Quarters 3 through 7 and Quarters 10 on Yerba Buena Island.

V. Recreation Destination

- Installed **new bicycle racks** at Treasure Island Bar and Grill, Treasure Island Gym, Island Cove Market, Oasis Restaurant and Treasure Island Great Lawn.

- **Painted new bicycle lanes on 9th Street between Avenue of Palms and Ave D** to extend existing bicycle lanes on Avenue of Palms.

- Managed **2012 America's Cup World Series public-viewing** activities at the Great Lawn.

- Managed **2012 Fleet Week Air Show public-viewing** activities at the Great Lawn.

- Managed **2012 Fourth of July fireworks public-viewing** activities at the Great Lawn.

- Hosted monthly **Treasure Island Flea** at Great Lawn and Administration Building.
- Hosted **2012 California Dragon Boat Festival** at Clipper Cove.
- Hosted **2012 'Loca Uncorked" Lodi Wine Festival.**
- Hosted **2012 Susan G. Komen Three Day Walk for the Cure** campsite and on-Island extension of Walk route.
- Hosted the **4th Annual Sunset Seekers Music Picnic** on June 10, 2012.
- **San Francisco Golden Gate Rugby Club** Hosted **the Men's and Women's National Cups 7's Championships** August 4-5, 2012.
- **Treasure Island Sailing Center** Hosted the **Fall Youth Regatta** October 27, 2012.
- Treasure Island hosted several Tournaments **for Northern California Youth Rugby** and **Northern California Junior Lacrosse Associations.**
- Managed Clipper Cove Special Use Area, including issuance of 35 Short-Term and 9 Long-Term **Recreational Vessel Anchorage Permits** for Clipper Cove, and removal and disposal of 1 abandoned vessel.
- Extended **Use Permit for Temporary Installation of Public Art for "Bliss Dance"** sculpture at Great Lawn, including allowance for in-place weatherproofing of sculpture.

VI. Leasing and Use Permits

- Projected approximately $3,347,136 in FY-12-13 **Commercial Leasing Revenue, including cell sites and banner revenue**
- Projectedapproximately $550,000 in FY12-13 Special Event Revenue, including $286,000 in **TIHDI/WVC Joint Venture Revenue.**

- Projected approximately $35,000 in FY12-13 **Film/Photo Location Revenue.**
- Executed 37 **Special Event Use Permits**
- Executed 26 **Film/Photo Location Use Permits**
- Activated and leased **5 facilities previously off-line to commercial leasing (Buildings 62, 141, 330, 448, and 449).**
- Assured **Customer Satisfaction** with all commercial leases.
- Executed 14 **new subleases** and renewed 96 **existing subleases:** (**Bold** denotes new tenant/sublease for FY12-13)

Food and Beverage

- Bodega Wine Estates
- Lev's Original Kombucha
- Sol Rouge Wines
- Treasure Island Wines
- Island Cove Market (Abdo Nasser)
- Mateo's Hot Dogs
- Oasis Café/TI Event Venue (Pacific Brokerage)
- Treasure Island Bar and Grill (Wine Valley Inc.)
- Kendric Vineyards
- PB Wines
- Terrell Wines
- Yerba Buena Beverages
- TI Market Deli (Abdo Nasser)
- **Strip and Go Bare – Building 264**
- Tri California Events

Fabrication and Light Manufacturing

- **David Daniel Carness – Building 264**
- World Headquarters
- **Project Frog – Lot at Avenue N and 13th Street**
- Minilab Factory
- Island Creative Management

Arts, Media and Technology

- Digitrad
- Indigo Films
- JSP Visuals – Building 41
- T-Mobile
- Telbon Communications – Buildings One and 33
- Elliot Baker
- Marco Cochrane Sculpture and Black Rock Arts Foundation (Use Permit)
- **Digitrove – Administration Building**
- JSP Visuals – Administration Building
- **Fredrick and Ashbury, LLC – YBI Quarters 62, Administration Building**
- **William Palank Photography – Administration Building**
- **G and K Media – Building 3**
- David Gibson
- **Coffee Strap – Administration Building**

Special Events and Recreation

- Treasure Island Sailing Center
- Joint Venture Venues – TIHDI, Toolworks, Wine Valley
- **Revolution Sports Performance – Tennis courts at California Ave and Avenue D**
- Sol Rouge – Buildings 141, 330, 448, 449
- SF FOG
- SFGG Rugby – Building 34, Field Space
- SF Little League – Field Space
- Direct Balance
- Monica Hobbs Catering – Nimitz House, YBI Quarters 2
- **Tammy Sheila Powers – Administration Building**
- Sol Rouge – Building 330
- SF Gaelic Athletic Association – Building 33, Field Spaces
- MAMALAYLA LLC – Building One
- Treasure Island Yacht Club

Education and History

- Life Learning Academy
- Child Development Center (Catholic Charities/CYO)
- Treasure Island Museum Association – Exhibition and office space
- Boys and Girls Clubs of San Francisco

Additional New Subleases

- **Ace Glass Company – Building 264**
- **Cal Con Pumping, LLC – Administration Building**
- **Jaewon Lee – Administration Building**
- **Seateq Corporation – Administration Building**
- **Tri-Valley Excavating – Administration Building**
- **Applied Engineering and Construction Management – Building 62**
- **Dan Tanenbaum – Building 201 and Yerba Buena Island Building 221**
- **Precita Eyes Muralist Association – Administration Building**
- **Suzanna Lee – Front Gate Visitor Area**

Additional Renewed Subleases

- Adjusters Exchange
- Astro Enterprises - Buildings 1 and 201
- Bay Area Air Quality Management District
- Brett Crockett
- Catholic Charities
- City View Storage
- DCCI – Administration Building and Land
- Ebrado Construction
- J. Douglas Hollie
- Ken Masters
- Michael Donaldson
- Master Cover
- Applied Engineering and Construction Management
- Ace Glass Company
- Bay Ship and Yacht
- Bruce Getty
- Charles Chocolates
- MCM Construction
- Discovery Carpet
- Farwest Sanitation
- Johns Bargain Imports
- Liquidyn
- Michael Dietzen
- National Japanese American History Society

EXHIBIT G

- S3H
- TIHDI – Administration Building and land
- Rubicon Enterprises
- Volk
- William Collister and Gerrid Joy - Buildings 201 and 671
- Lennon Enterprises
- Grand Dynamics
- O'Rorke Inc. – YBI Banner Space
- Steve Walker Studios
- SF Vendings
- Roger Pujol
- Tod Donobedian
- W. Wong Construction
- Yerba Buena Builders
- Paul Chan
- Liquidyn – Administration Building and Building 3
- Sophie Parish

- **Special Events and Short Term Use Permits**

- Treasure Island Flea (*monthly recurring*)
- Public 4th of July fireworks viewing
- Family Motor Coach Association
- 2012 Oracle OpenWorld Customer Appreciation Event (5th annual)
- 2012 San Francisco International Dragonboat Festival (8th annual)
- Space Cowboys Ghost Ship music/art event (5th annual)
- 2012 Safeway Foundation Gala
- Public Fleet Week Air Show Viewing
- Leukemia Lymphoma Society
- 2012 Susan G. Komen Foundation 3 Day Walk for the Cure
- 2012 Loca Uncorked Lodi Wine Fest (4rd annual)
- 2012 Treasure Island Music Festival (6th annual)
- Renegades Association of California
- Opulent Temple music/art event

- **Film and Television Permits and Subleases:**

- "I (Almost) Got Away With It" –Indigo Films – Discovery ID television series
- "I Faked My Own Death" –Indigo Films – Discovery ID television series
- "Mythbusters" – Beyond Productions - Discovery television series
- Indigo Films - Building 265 sublease for television stage space/production offices.
- Red Bull Media- Television Commercial shoot titled "Red Bull Moto GP"
- Frederick & Ashbury LLC – Sublease of YBI Quarters 62 and Administration Bldg. basement for production office space for the feature film " Quitters "

- **Still Photo Permits**
  - Porsche Commercial- Jeff J.Wright
  - Zero Motor Cycles, Inc- Zero Motor Cycle Print Ad Photography
  - Great Dane Television Print Advertisement- Great Dane Limited Partnership
  - Hyundai Commercial – First Shot Productions

- **Law Enforcement Training**
  - United States Department of State
  - United States Department of Homeland Security
  - San Francisco Police Department
    - Specialist Unit
    - Tactical Unit
    - K9 Unit
    - Bomb Unit
    - SFPD Academy
  - Federal Bureau of Investigation
  - Berkeley Police Department
  - Oakland Police Department
    - Tactical Unit
    - K9 Unit

VII. Environment and Waste Reduction

- Installed **three Electric Vehicle (EV) charging stations** at Treasure Island Marina parking lot.
- Implemented **San Francisco Environment departmental "City Cycle" program**, including assignment of two City Cycle bicycles to Project Office.
- Coordinated **on-Island "Greasecycle" cooking grease disposal** location at Island Cove Market with San Francisco Public Utilities Commission.
- Coordinated annual **Treasure Island Clean-Up Day** with Recology, Goodwill Industries, San Francisco Department of the Environment and San Francisco Public Utilities Commission.

- Continued **on-Island residential composting pilot program** with Recology.

- Coordinated **installation of San Francisco Bay Fish Advisory signage along Treasure and Yerba Buena Island shorelines** with California Department of Public Health.

VIII. Policy, Legislation and Administration

- San Francisco Board of Supervisors Ordinance 010-13 **amending San Francisco Police Code Section 1.1 – Clipper Cove Special Use Area** to further delineate enforcement provisions including infractions, provide for administrative citations and penalties, specify procedures for changing rules and regulations, and clarify existing provisions.

- San Francisco Board of Supervisors Resolutions 325-12 through 330-12 **approving annual extensions to Master Leases between the Authority and the United States Navy and the Cooperative Agreement between the Authority and the United States Navy**.

- San Francisco Board of Supervisors Resolution 314-12 **extending the Refuse Collection Agreement with Recology**.

EXHIBIT G

Treasure Island Project Office
Operational Goals FY 2013-2014
(As of June 7, 2013)

I. Quality of Life Issues

- **Street Improvement Projects:**

  - Re-pave Treasure Island Road between Macalla Road and Treasure Island Front Gate, including restriping and installation of additional signage.
  - Install additional speed limit signage throughout Treasure and Yerba Buena Islands.
  - Improve crosswalk striping and signage throughout Treasure Island.
  - Refreshing crosswalk striping, red zones and traffic lanes throughout Treasure Island.
  - California Avenue beautification to include installation of bike lanes, installation of No Parking signage, traffic-lane restriping.
  - Complete Roadway Rating System for on-Island streets.
  - Improve lighting in vicinity of on-Island MUNI 108 stops.

- Bus Stop Shelter Maintenance and Refurbishment: To include repainting of shelters, removal and replacement of broken glass and graffiti removal.

- Street Lighting Maintenance Program to include monitoring and improvement of street lighting luminosity throughout Treasure and Yerba Buena Islands and tree limb maintenance to reduce interference with street lighting.

- Western Promenade Extension Project to extend existing Pedestrian Promenade down Avenue of Palms to connect to 9th Street Perimeter Path entryway.

- Finalize installation of additional radios to complete strengthening of Treasure Island residential Wi-Fi network.

- Improve Island-wide cell phone coverage through strengthening of existing on-Island cellular networks.

- Install Island directory at Front Gate area and two on-Island directional signs at California Avenue and Avenue of Palms.

- Board of Supervisors approval of San Francisco Transportation Code revisions regarding overnight parking and removal of illegally parked on-Island vehicles.

- Establish program for appropriate disposal of oversized materials by residents.

II. Public Safety

- Execute table-top or functional exercise involving on-Island housing property management and non-profit human services agencies.

- Implement management of on-Island Parking Decal Program by on-Island private security company.

- Installation of on-Island warning, safety and hazard signage.

- Sweeps of Nuisance Properties including Yerba Buena Island hillsides and undergrowth.

- Coordinate use of Treasure and Yerba Buena Island facilities for law enforcement, medical response and first responder training and exercises.

- Coordinate on-Island preparedness and resiliency training for Island community, including trainings offered by Red Cross, SF SAFE, and SFPD SF ALERT program.

- Complete updates/revisions to Treasure Island Emergency Response Plan Document, including review/coordination with Department of Public Works and General Services Agency.

- Assist on-Island housing property management and non-profit human services agencies with completion/updating of agencies Island-specific Emergency Action Plans.

III. Beautification

- Eastern Shoreline Improvement Project including replacement of trash receptacles at picnic table locations along Avenue N and power-washing of picnic tables.
- Complete Southern Waterfront Improvement Project to include fence removal between Administration Building and TI Bar and Grill, installation of trash receptacle, landscaping improvements.
- Clipper Cove Picnic Area Improvement Project to include installation of trash receptacle, picnic tables, improved lighting, as-needed stairway repair, study/implementation of parking control measures.
- Coordinate planting of lemon trees on-Island with OneTree Program.
- Vegetation Management Program to include dedicated on-Island crew, identification and prioritization of removal of hazardous, dead and diseased trees, on-going pruning and maintenance of Island landscaping to improve beautification.
- Install additional trash receptacles Island-wide.

IV. Historic

- Inspection and repair of Historic Properties.
- Re-introduction of Treasure Island Museum Collection items for public exhibit and appreciation.
- Temporary exhibition of one "Pageant of the Pacific" mural at TIDA office.
- Manage assigned caretaker responsibility for Treasure Island Museum Collection through on-going storage contract with Atthowe Fine Arts Services.
- Memorialization/celebration of 75th anniversary of Golden Gate International Exposition.

V. Recreation Destination

- Coordinate annual on-Island Special Events including San Francisco International Dragon Boat Festival, monthly Treasure Island Flea, Treasure Island Music Festival, Fleet Weekend, America's Cup and Fourth of July public on-Island viewings, and Susan G. Komen Walk for the Cure.
- Identify potential new temporary public art installations for Treasure Island.
- Establish on-Island Special Event highlighting Treasure Island wineries.
- Expand Treasure Island bike lane system to include California Avenue and Avenue H or Avenue M

VI. Leasing

- Assure Customer Satisfaction with all commercial leases.
- Expand education about sustainable practices for on-Island restaurants and Special Event Venues.
- Complete as-needed Tenant Improvements in order to improve attractiveness and desirability of commercial properties.
- Coordinate with US Navy and SFPUC on clean-up of Building 260, including disposal of materials and equipment deemed past its useful life.
- Perform Receipt Audits of commercial subtenants Percentage Rent Agreements.

VII. Administrative/Legislative

- Introduction, hearing and approval by the Board of Supervisors of annual Navy Master Lease and Cooperative Agreement extensions.
- Issuance of a Request for Proposal for, and selection of, an operator of the Treasure Island Gymnasium.

- Issuance of a Request for Proposal for, and selection of, a provider of after-school and summertime programming for on-Island youth.
- Issuance of a Request for Proposal for, and selection of, a Market-Rate Residential Housing Property Manager.
- Assist coordination of relocation of Yerba Buena Island Quarters 10 and Building 267 by San Francisco County Transportation Authority.
- Undertake Utility Rate Schedule review.
- Review and update of 2007 Commercial Rental Rate Analysis Study.

FILE NO. _____ RESOLUTION NO. _____

[Approving the TIDA Annual Budget for FY 2013-2015]

Approving the Budget of the Treasure Island Development Authority Fiscal Years 2013-14, 2014-15 and Authorizing the Director of Treasure Island to Enter into Work-Orders for Services with other City Departments, Professional Services Contracts and Agreements with Service Providers

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America (the "Navy"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, On January 24, 2012, the Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust trustee for the portions of Treasure Island subject to the Tidelands Trust, or any of the other powers or authority; and

WHEREAS, As provided under the Authority's Bylaws, the Director of Island Operations has prepared a budget for the Authority for Fiscal Year 2013-2015, a copy of which is attached to this resolution as Exhibit A –Exhibit G (the "FY 2013-2015 Budget Submittal"); now therefore be it

RESOLVED, That the Board of Directors of the Authority hereby adopts and approves the FY 2013-2015 Budget Submittal, and hereby authorizes the Director of Treasure Island to (1) enter into work orders with City Departments for services that are consistent with the FY2013-2015 Budget, and (2) enter into Professional Service Contracts and (3) Agreements with Service Providers through the FY 2013-15 Budget Cycle.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 12, 2013.

_____

Larry Del Carlo, Secretary

7b.

AGENDA ITEM 7 (b)
Treasure Island Development Authority
City and County of San Francisco
Meeting of June 12, 2013

Subject: Resolution Approving the Treasure Island Development Authority Board of Directors' Regular Meeting Schedule for Fiscal Year 2013-2014 *(Consent Item)*

Contact: Mirian Saez, Director of Island Operations

Phone: (415) 274-0660

BACKGROUND

Article V, Sections 10 and 11 of the Third Amended and Restated Bylaws of the Treasure Island Development Authority ("Authority Board") states that:

> **Section 10.** Place of Directors' Meetings. Meetings of the Authority Board shall be held at the principal office of the Authority unless a different place is designated by resolution of the Board or in the notice of such meeting.
>
> **Section 11.** Regular Meetings. The Authority Board by resolution may provide for the holding of regular meetings and may fix the time and place of holding such meetings.

Authority Board Resolution 99-01-01/20, approved January 20, 1999, sets the current regular meeting location for Authority Board meetings as San Francisco City Hall Room 400. Authority Board Resolution 02-90-4/10, approved April 10, 2002, set the current regular meeting time and date for Authority Board meetings as the second Wednesday of each month at 1:30 p.m. Today's item seeks to memorialize the regular meeting and on-Island special meeting schedule of the Authority Board of Directors for Fiscal Year 2013-2014. All monthly meetings shall continue to be held on the second Wednesday of each month at 1:30 p.m. at San Francisco City Hall Room 400, except for the April and November meetings which shall be held on Treasure Island at Casa de la Vista, 191 Avenue of the Palms, Treasure Island. The time of the on-Island meeting shall be properly noticed to the public. Special meetings of the Authority Board of Directors, or subcommittees of the Authority Board of Directors, shall be properly scheduled and noticed to the public as the need for such meetings arises.

RECOMMENDATION

Project staff recommends approval of the Meeting Schedule for FY 2013-2014.

Exhibit A: Schedule of Regular and on-Island Special Meetings of the Authority Board of Directors for FY 2013-2014

Prepared by: Asja Steeves
For: Mirian Saez, Director of Island Operations

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
1 AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299

MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

Exhibit A

MEETING SCHEDULE
TREASURE ISLAND DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS

FY 2013 - 2014

TIDA Board meetings are held the second Wednesday of each month at 1:30 p.m. in Room 400 at San Francisco City Hall, unless otherwise noticed.

July	10	1:30 PM
August	RECESS	No Meeting Scheduled
September	11	1:30 PM, Establish Ad Hoc Committee
October	9	1:30 PM, Election of Officers
November	13	4:30PM On-Island meeting @ Casa de la Vista 191 Avenue of the Palms, Treasure Island
December	11	1:30 PM
January	8	1:30 PM
February	12	1:30 PM
March	12	1:30 PM
April	9	4:30PM On-Island meeting @ Casa de la Vista 191 Avenue of the Palms, Treasure Island
May	14	1:30 PM
June	11	1:30 PM

[Approval of the Board of Directors Meeting Schedule]

Resolution Approving the Treasure Island Development Authority Board of Directors Regular Meeting Schedule for Fiscal Year 2013 - 2014.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America (the "Navy"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the bylaws of the Authority, the Authority Board of Directors meets regularly on a monthly basis and also holds properly noticed additional as-needed special meetings throughout the year; and,

WHEREAS, the Authority wishes to memorialize the regular meeting schedule of the Board of Directors for Fiscal Year 2013- 2014; now, therefore be it

RESOLVED, That the Board of Directors hereby approves the Authority Board of Directors Regular Meeting Schedule for Fiscal Year 2013-2014 in the form attached hereto as Exhibit A.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 12, 2013.

_____

Larry Del Carlo, Secretary

7c

AGENDA ITEM 7c
Treasure Island Development Authority
City and County of San Francisco
Meeting of June 12, 2013

Subject: Resolution Authorizing the Director of Island Operations to Execute a Professional Services Agreement with the Treasure Island Homeless Development Initiative for the period from July 1, 2013 to June 30, 2014 in an amount not to exceed $171,000

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: (415) 274-3365

BACKGROUND

The Treasure Island Homeless Development Initiative ("TIHDI") is a consortium of nonprofit organizations that provide services to homeless and other economically disadvantaged San Francisco residents. TIHDI was organized to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994.

On November 26, 1996, the US Department of Housing and Urban Development approved the Base Closure Homeless Assistance Agreement and Option to Lease Real Property ("Homeless Assistance Agreement") between the City & County of San Francisco (the "City") as the Local Reuse Authority for Treasure Island and TIHDI. The Homeless Assistance Agreement was drafted as an element of the City's election to comply with the conditions of the Base Closure, Community Redevelopment and Homeless Assistance Act of 1994, which requires the Local Reuse Authority to propose a plan for using base resources to assist homeless persons in the City. The Treasure Island Development Authority (the "Authority") is the successor Local Reuse Authority. In 2011, the Authority and TIHDI executed the Amended and Restated Base Closure Homeless Assistance Agreement (the "TIHDI Agreement").

The proposed Professional Services Agreement (the "Agreement") between the Authority and TIHDI continues TIHDI's role in (i) the coordination and facilitation of community-based homeless service organizations in Treasure Island community activities; (ii) participation in the development process to support development plans which implement the executed TIHDI Agreement; (iii) development of housing units allocated to TIHDI under the TIHDI Agreement; and (iv) operation of a job broker system and economic self-sufficiency programs for Island residents.

TIHDI and the Authority have negotiated a budget of $171,000 to support TIHDI's mission and to provide services to the Treasure Island community for the Fiscal Year 2013-2014. Funds to support the Agreement will come from the revenues generated by leasing Treasure Island facilities.

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

The salient terms and conditions of the proposed Professional Services Agreement include the following:

Location:	Treasure Island
Commencement Date:	July 1, 2013
Term:	Month-to-Month
Compensation:	Amount not to exceed One Hundred and Seventy One Thousand Dollars ($171,000)
Services:	TIHDI provides several services to the Authority including coordinating and facilitating participation of community-based homeless service organizations, operating the job broker system, as well as future development planning. Additionally, TIHDI will coordinate and provide Community Leadership programming to Island residents, and operates the ShipShape building free of charge to the Island community.

BUDGET IMPACT

The Professional Services Agreement provides TIHDI with an amount not to exceed $171,000 during FY 2013-2014. This amount increases the level of funding from FY 2012/13 by $9,000 to support the addition of the Community Leadership program and its related costs.

RECOMMENDATION

Project staff recommends approval of the Professional Services Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative for an amount not to exceed $171,000. TIHDI continues to expand its offerings and to provide important services to the Treasure Island community. These services include: supporting economic self-sufficiency, operating a community center, providing a weekly food pantry, Community Leadership programming to Island residents, and operating a job broker system. A summary of TIHDI's Accomplishments in Fiscal Year 2012-2013 is attached as Exhibit B.

EXHIBITS

Exhibit A: Professional Services Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative.

Exhibit B: Summary of TIHDI's Accomplishments in Fiscal Year 2012-2013.

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Mirian Saez, Director of Island Operations

EXHIBIT A

Treasure Island Development Authority
One Avenue of the Palms
Treasure Island
San Francisco, California 94130

Agreement between the Treasure Island Development Authority and

TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE

This Agreement is made this 1st day of July, 2013, in the City and County of San Francisco, State of California, by and between: the Treasure Island Homeless Development Initiative, hereinafter referred to as "Contractor," and the Treasure Island Development Authority, a nonprofit public benefit corporation hereinafter referred to as the "Authority," acting by and through its Director of Island Operations, hereinafter referred to as the "Director."

Recitals

WHEREAS, the Authority wishes to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, The Authority's Purchasing Policy and Procedures authorize non-competitive negotiations for contracts that are in furtherance of the Homeless Assistance Agreement between the Authority and Contractor including any TIHDI member organizations for contracts for economic development opportunities identified in the Reuse Plan; and,

WHEREAS, Contractor provides services on Treasure Island including (i) the coordination and facilitation of community-based homeless service organizations in Treasure Island community activities; (ii) participation in the development process to support development plans which implement the Homeless Assistance Agreement; and (iii) operation of a job broker system and economic self-sufficiency programs for Island residents; and,

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by Authority as set forth under this Contract;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco ("City"). Charges will accrue only after prior written authorization certified by the Controller, and the amount of the Authority's obligation hereunder shall not at

any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

Authority has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Authority budget decisions are subject to the discretion of the Mayor, the Board of Supervisors and the Authority's Board of Directors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be for a month to month term from July 1, 2013 to June 30, 2014. Notwithstanding anything in this Agreement to the contrary, either party, in its sole discretion, may terminate this Agreement for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party.

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation

Compensation shall be made in monthly payments on or before the **Tenth** day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Island Operations, in his or her sole discretion, concludes has been performed as of the **Final** day of the immediately preceding month. In no event shall the amount of this Agreement exceed **One Hundred and Seventy One Thousand Dollars ($171,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Authority as being in accordance with this Agreement.

Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs

a. The Authority's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by Authority to Contractor shall be subject to audit by the Authority.

Payment shall be made by Authority to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City and/or the Authority for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City and/or the Authority for a civil penalty of up to $10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City or the Authority if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City or the Authority a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City or the Authority; (c) conspires to defraud the City or the Authority by getting a false claim allowed or paid by the City; or the Authority; (d) knowingly makes, uses, or causes to be made

or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City or the Authority; or (e) is a beneficiary of an inadvertent submission of a false claim to the City or the Authority, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City or Authority within a reasonable time after discovery of the false claim.

9. Left blank by agreement of the parties (Disallowance)

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of Authority property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the Authority to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the Authority to enable the Authority to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been

apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by Authority and in such case must be replaced by Contractor without delay.

12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with Authority's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Authority's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment

Authority shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Authority.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by Authority under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with Authority, nor be entitled to participate in any plans, arrangements, or distributions by Authority pertaining to or in connection with any retirement, health or other benefits that Authority may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Authority and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from Authority shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. Authority does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses.

Should Authority, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and

employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). Authority shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for Authority, upon notification of such fact by Authority, Contractor shall promptly remit such amount due or arrange with Authority to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of Authority. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in Authority's financial liability so that Authority's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations; and

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the US Navy, the Treasure Island Development Authority, and the City and County of San Francisco, their Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Authority for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty (30) days' advance written notice to Authority of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Treasure Island Development Authority
One Avenue of the Palms
Treasure Island
San Francisco, CA. 94130
Attn: Director of Island Operations

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Authority receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Authority may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Contractor shall furnish to Authority certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to Authority, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

h. Approval of the insurance by Authority shall not relieve or decrease the liability of Contractor hereunder.

16. Indemnification

Contractor shall indemnify and save harmless Authority and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by Authority or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Authority, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Authority and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any claims against the Authority.

In addition to Contractor's obligation to indemnify Authority, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Authority and continues at all times thereafter.

Contractor shall indemnify and hold Authority harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Authority, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Authority may have under applicable law.

18. Liability of Authority

AUTHORITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL AUTHORITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS

EXHIBIT A

AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Liquidated Damages

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of **Five Hundred Dollars ($500)** per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that Authority will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. Authority may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Contractor's failure to deliver to Authority within the time fixed or such extensions of time permitted in writing by the Authority.

20. Default; Remedies

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, or 58.

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from Authority to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, Authority shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, Authority shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to Authority on demand all costs and expenses incurred by Authority in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Authority shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between Authority and Contractor all damages, losses, costs or expenses incurred by Authority as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Authority shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by Authority and to minimize the liability of Contractor and Authority to third parties as a result of termination. All such actions shall be subject to the prior approval of Authority. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by Authority.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At Authority's direction, assigning to Authority any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, Authority shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that Authority designates to be completed prior to the date of termination specified by Authority.

(7) Taking such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which Authority has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to Authority an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work Authority directed Contractor to perform prior to the specified termination date, for which services or work Authority has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of Authority, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the Authority or otherwise disposed of as directed by the Authority.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to Authority, and any other appropriate credits to Authority against the cost of the services or other work.

d. In no event shall Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, Authority may deduct: (1) all payments previously made by Authority for work or other services covered by Contractor's final invoice; (2) any claim which Authority may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Authority, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and Authority's estimate of the reasonable cost of

performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. Authority's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to Authority, and deliver in the manner, at the times, and to the extent, if any, directed by Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to Authority. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the Authority if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of Authority

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Authority. Contractor agrees that all information disclosed by Authority to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Authority: **Treasure Island Development Authority**
One Avenue of the Palms

Treasure Island
San Francisco, CA. 94130
Attn: Mirian Saez, Director of Island Operations
Fax: (415) 274-0660

To Contractor: **Treasure Island Homeless Development Initiative**
One Avenue of the Palms
Treasure Island
San Francisco, CA. 94130
Attn: Sherry Williams, Executive Director
Fax: (415) 834-9134

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to Authority. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the Authority, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the Authority, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the Authority, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California

or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon Authority by this Section.

29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by Authority in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by Authority by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the Authority may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle Authority, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to Authority upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City or the Authority.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or

expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2 (a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City and Authority premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided

under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between Authority and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the Authority to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored

or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, Authority may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the Authority's consideration for this Agreement. The Authority in its sole discretion shall determine whether such a breach has occurred. The Authority and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the Authority and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City and the Authority shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City and the Authority shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City or the Authority.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3 (e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. Authority shall notify Contractor if such a breach has occurred. If, within 30 days after receiving Authority's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or

thereafter fails diligently to pursue such cure to completion, City and Authority shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City or Authority.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City and Authority may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City or Authority has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City and Authority in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City and Authority with access to records pertaining to compliance with HCAO after receiving a written request from Authority to do so and being provided at least ten business days to respond.

k. Contractor shall allow City and Authority to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City and Authority may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City and/or Authority when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City or Authority to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City or Authority to be equal to or greater than $75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer

may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Contractor agrees:

(1) To be liable to the City and/or the Authority for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the Authority's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the Authority, City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the Authority and City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the Authority and City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City and Authority suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City and/or the Authority by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City and/or the Authority is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's and Authority's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City and the Authority may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City or Authority contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48.

53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Left blank by agreement of the parties (Supervision of Minors)

56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's and Authority's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti

must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the Authority because of Contractor's failure to comply with this provision.

60. Left blank by agreement of the parties (Slavery Era Disclosure)

61. Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an

ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

62. Wages and Working Conditions.

Contractor agrees that any person performing labor in the construction of any improvements and any Alterations, which Contractor provides under this agreement, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Contractor shall include, in any contract for construction of such Improvements and Alterations, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Contractor shall require any contractor to provide, and shall deliver to Authority upon request, certified payroll reports with respect to all persons performing labor in the construction of such improvement work or any Alterations to the Premises.

63. Miscellaneous Prevailing Wage Requirements.

Contractor agrees to comply, to the extent required by law, with San Francisco Administrative Code Section 21C et seq. San Francisco Administrative Code Section 21C.1 – Section 21C.7 are hereby incorporated by reference.

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

TREASURE ISLAND DEVELOPMENT AUTHORITY	CONTRACTOR TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE
By: _____ **Mirian Saez, Director of Island Operations** **Treasure Island** Approved as to Form: Dennis J. Herrera City Attorney By: _____ Deputy City Attorney	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off. I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles. _____ **Sherry Williams, Executive Director** **One Avenue of the Palms** **Treasure Island** **San Francisco, CA. 94130** City vendor number: **51465**

Appendices

A: Services to be provided by Contractor
B: Calculation of Charges

EXHIBIT A

Appendix A
Services to be Provided by Contractor
Contract Year 2013-2014

Description of Services

TASK ONE

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor, materials, and equipment necessary to:

- **Coordinate and facilitate the participation of community-based homeless service organizations activities with all public and private agencies operating on former naval base Treasure Island in the current implementation of the TIHDI agreement.**

Specifically:

- **Operate the Job Broker System for island employers to fulfill hiring objectives outlined in their leases and/or contracts with the Treasure Island Development Authority.**
- **Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding facility issues impacting Treasure Island.**
- **Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding hearings involving Treasure Island.**
- **Coordinate participation of members of the Treasure Island Homeless Development Initiative where appropriate.**
- **Operate the "Ship Shape" as a Community Center.**

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor, materials, and equipment necessary to:

- **Coordinate and facilitate the participation and implementation of community-based homeless service organizations in the long term development of Treasure Island.**

Specifically:

- **Participate in the development of the affordable housing component of the proposed development plan as specified in the TIHDI agreement.**
- **Implement community serving and development components, Job Broker and First Source compliance and economic development opportunities as indicated in the TIHDI Agreement and JEOP.**

EXHIBIT A

Appendix B
Calculation of Charges

TIHDI 2013-2014

	Total	TIDA
Income		
Contract Income		
Total Contract Income	**171,000**	**171,000**
Foundation Income		
Total Foundation Income	**99,000**	
Corporate Income		
Total Corporate Income	**40,000**	
Donation Income		
Total Donation Income	**39,000**	
Other Income		
Total Other Income	**211,502**	
Total Income	**560,502**	
Personnel		
Total Personnel & Benefits	**359,152**	
NonPersonnel Expenses		
Prof Fees/Contracts		
Total Prof Fees/Contracts	**77,600**	
Program Expenses (includes Community Leadership Program contribution of $4,000)		
Total Program Expenses	**53,500**	
Operating Expenses		
Total Operating Expenses	**70,250**	
Total Expenses	**560,502**	

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 5 of this Agreement as the Director of Island Operations, in her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed One Hundred and Seventy One Thousand Dollars ($171,000).

EXHIBIT A

Appendix A
Services to be Provided by Contractor
Contract Year 2013-2014

Description of Services

TASK ONE

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor, materials, and equipment necessary to:

- **Coordinate and facilitate the participation of community-based homeless service organizations activities with all public and private agencies operating on former naval base Treasure Island in the current implementation of the TIHDI agreement.**

Specifically:

- **Operate the Job Broker System for island employers to fulfill hiring objectives outlined in their leases and/or contracts with the Treasure Island Development Authority.**
- **Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding facility issues impacting Treasure Island.**
- **Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding hearings involving Treasure Island.**
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EXHIBIT A

Appendix B
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Total Operating Expenses	**70,250**	
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Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 5 of this Agreement as the Director of Island Operations, in her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed One Hundred and Seventy One Thousand Dollars ($171,000).

EXHIBIT B

Report to TIDA
From the Treasure Island Homeless Development Initiative
Contract Year 2012-2013

TIHDI received funding from TIDA to perform the following services. The accomplishments related to these services are as of May 31, 2013.

TASK ONE

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor, materials, and equipment necessary to:

- Coordinate and facilitate the participation of community-based homeless service organizations activities with all public and private agencies operating on former naval base Treasure Island in the current implementation of the proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property.

Specifically:

- Operate the Job Broker System for island employers to fulfill hiring objectives outlined in their leases and/or contracts with the Treasure Island Development Authority.

  Through TIHDI's collaboration with Wine Valley Catering and Toolworks 12 people were hired for on call catering, set up or site manager positions through May 2013.

  The Broker recruited and referred another 113 people for work for special events that were held on the Island and for short term/on call entry level positions.

- Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding environmental issues impacting Treasure Island.

  When contacted to provide notice, TIHDI notifies members of environmental issues and encourages attendance at meetings that specifically address these issues.

- Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding hearings involving Treasure Island.

  Members are notified of hearings regarding Treasure Island and have attended on island TIDA meetings. Members are also notified of the bimonthly community meetings.

- Coordinate participation of members of the Treasure Island Homeless Development Initiative where appropriate.

  TIHDI members have been encouraged to participate in emergency planning, community and housing provider meetings. TIHDI coordinates the bimonthly Treasure Island Housing Partner meetings. These meetings have been very productive in creating a uniform approach

to island issues such as residential parking, emergency planning, and crime. TIHDI has also coordinated a number of youth service meetings, was the lead organizer in the Back to School event in August and cohosted a Health and Environmental Awareness Fair with the TI Health Network.

- Operate the "Ship Shape" as a Community Center.

  TIHDI provides an average of 130 Treasure Island households (representing approximately 350 people, many children) supplemental groceries at the weekly Food Pantry held at the Ship Shape. The Ship Shape also hosts AA support groups, community meetings, special community events, program graduations, and workshops. Both Good Neighbors and Community Watch hold their meetings at the Ship Shape. TIHDI manages scheduling, oversees maintenance, and pays for all expenses such as garbage, utilities and janitorial.

  TIHDI continues to operate a Business Assistance Center in the Ship Shape which provides information to all island residents on banking, money management, credit repair, and asset development. The Center is the hub for the Economic Self Sufficiency Program (ESSP). It is open for drop in services Monday thru Thursday from 9am to 5pm and by appointment. There is a computer lab where people can come in to use the computer on a drop in basis. Through the ESSP, TIHDI hosted a free tax aid site where 300 tax returns were completed, resulting in $708,000 refunds. Over 300 island residents & workers have been assisted by this Center this past fiscal year.

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor, materials, and equipment necessary to:

- Coordinate and facilitate the participation of community-based homeless service organizations and coordinate activities with all public and private agencies operating on former naval base Treasure Island in the development of long term plans to implement the proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property on Treasure Island and Yerba Buena Island.

Specifically:

- Provide consultation on the affordable housing component of the proposed development plan by Treasure Island Community Development. This includes review of financing proposals by developer, phasing of housing, and the design and placement of housing.

- Provide input in community serving and development components, Job Broker and First Source compliance and economic development opportunities as indicated in the TIHDI Agreement.

  TIHDI's restated and amended agreement was passed with the development plan is now an executed document. TIHDI continues to plan for the future and has met with OEWD to discuss the implementation of the employment requirements in the development plan under the Jobs and Equal Opportunity Program ("JEOP").

[TIHDI Professional Services Agreement]

Resolution authorizing the Director of Island Operations to execute a Professional Services Agreement with the Treasure Island Homeless Development Initiative for the period from July 1, 2013 to June 30, 2014 in an amount not to exceed $171,000.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested the authority to administer the public trust for commerce, navigation and fisheries as to such property in the Authority; and,

WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and,

WHEREAS, The City and County of San Francisco, as the predecessor Local Reuse Authority for the Base, negotiated a proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property (the "Homeless Assistance Agreement") with the Treasure Island Homeless Development Initiative ("TIHDI"), a consortium of nonprofit corporations organized to utilize the available resources of the Base to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, The Authority's purchasing policy and procedures authorize non-competitive negotiations for contracts in furtherance of the Homeless Assistance Agreement; and,

WHEREAS, The Authority has supported TIHDI pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 by contracting with TIHDI for the performance of services related to (i) the coordination and facilitation of community-based homeless service organizations in Treasure Island community activities; (ii) participation in the development process to support development plans which implement the proposed Homeless Assistance Agreement; (iii) development of housing units allocated to TIHDI under the Homeless Assistance Agreement; and (iv) operation of a job broker system and economic self-sufficiency programs for Island residents (collectively, the "Services"); and,

WHEREAS, The current contract between the Authority and TIHDI for the Services expires June 30, 2013; and,

WHEREAS, The Authority and TIHDI have negotiated a new Professional Services Agreement (the "Agreement") for the continued performance of the Services for the period from July 1, 2013 through June 30, 2014; and,

WHEREAS, TIHDI represents and warrants that it is qualified to perform the Services required by the Authority as set forth under the Agreement; now, therefore be it

RESOLVED, That the Authority hereby authorizes the Director of Island Operations to execute the Agreement, effective July 1, 2013, with TIHDI for an amount not to exceed $171,000 which includes funding to support the Community Leadership program , in substantially the form of the Agreement attached hereto as Exhibit A; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations or her designee to enter into any additions, amendments or other modifications to the Agreement that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Agreement, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations or her designee of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 12, 2013.

_____

Larry Del Carlo, Secretary

7d.

AGENDA ITEM 7d
Treasure Island Development Authority
City and County of San Francisco
Meeting of June 12, 2013

Subject: Resolution Authorizing the Director of Island Operations to execute a month-to-month Professional Services Agreement with Rubicon Enterprises, Inc. to Provide Landscape Services commencing on July 1, 2013 for an amount not to exceed $705,000

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: (415) 274-3365

BACKGROUND

Rubicon Enterprises, Inc., a California nonprofit corporation ("Rubicon") and a member organization of the Treasure Island Homeless Development Initiative ("TIHDI"), provides services that increase employment opportunities for economically-disadvantaged people. For over twenty years, Rubicon has been providing landscape services to Treasure and Yerba Buena Islands through its Landscape Services Division. Rubicon provides stable employment to disabled and economically disadvantaged individuals from San Francisco. The Treasure Island operation has employed over seventy Rubicon Landscape employees through the TIHDI referral programs. Some of the TIHDI referrals have been promoted to supervisor positions, and others have moved on to opportunities, including working for SF Recreation and Parks Department and SF Conservation Corps.

On November 26, 1996, the US Department of Housing and Urban Development approved the Base Closure Homeless Assistance Agreement and Option to Lease Real Property ("Homeless Assistance Agreement") between the City & County of San Francisco (the "City") as the Local Reuse Authority for Treasure Island and TIHDI. The Homeless Assistance Agreement was drafted as an element of the City's election to comply with the conditions of the Base Closure, Community Redevelopment and Homeless Assistance Act of 1994, which requires the Local Reuse Authority to propose a plan for using base resources to assist homeless persons in the City. The Treasure Island Development Authority (the "Authority") is the Local Reuse Authority.

In 2011, the Authority and TIHDI executed the Amended and Restated Base Closure Homeless Assistance Agreement ("Amended Homeless Assistance Agreement"). The Board of Supervisors ("BOS") approved this agreement in Resolution No. 243-11. Within the Amended Homeless Assistance Agreement is the Jobs and Equal Opportunity Program ("JEOP") which describes job training and employment opportunities for TIHDI's member organizations for formerly homeless and economically disadvantaged San Franciscans. Section 6 of the JEOP identifies specific opportunities for TIHDI member organizations who operate social enterprises to be given the Right of First Offer ("ROFO") for landscape maintenance services, among others.

These contracts cannot be bid outside TIHDI until the good faith process outlined in ROFO has been satisfied.

The current landscaping services contract between the Authority and Rubicon expires on June 30, 2013. The Authority and Rubicon have negotiated a new Professional Services Agreement (the "Agreement") for a month to month term for the period of July 1, 2013 through June 30, 2014, for a total not to exceed amount of $705,000. Routine and adjunct services are for five days a week for an amount not to exceed $58,750 per month totaling $705,000.

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

The salient terms and conditions of the proposed Professional Services Agreement include the following:

Location:	Treasure Island and Yerba Buena Island
Commencement Date:	July 1, 2013
Term:	Month-to-Month
Compensation:	Amount not to exceed Seven Hundred and Five Thousand Dollars ($705,000)
Landscape Maintenance Services:	Blowing – Clean street, parking areas, sidewalks and turf areas of plant debris; Detailing – Clean plant beds, remove weeds and debris, general plant bed maintenance; Disease and Insect Control – Address plant disease and insect problems using Integrated Pest Management techniques; Edging – Trim turf at edge of pavement; Empty Trash – Empty public trash receptacles in public areas, including bus stops, marina, and perimeter trail, as well as replenishing of doggie bags in same areas; Fertilize – Fertilize shrubs and turf; Mowing – Cut grass in irrigated and non-irrigated areas; Mulch – Maintain 2" minimum mulch layer in plant beds; Litter Pickup – Removal and disposal of litter from streets, parking areas, sidewalks and turf areas, including small tree limbs; Process Plant Debris – Using grinder and chipper, grind and chip green waste, and maintain compost pile; Pruning – Prune shrubs for shape and plant health; Spraying – Spray herbicide on weeds in plant beds and pavement cracks;

Trimming – Trim around trees, shrubs, obstacles, etc.;

Watering – Operating irrigation equipment and settings for automated irrigation, and perform hand watering where system is unavailable;

Irrigation Maintenance – adjusting irrigation and sprinkler systems;

Bulk Debris – Removal and disposal of large debris items such as abandoned furniture, trash, etc.

Landscape Maintenance Contracted Services:

Landscape Maintenance Services Not Performed By Rubicon—Contracted Out To others

Installation of new landscapes and / or renovation of existing landscapes, including irrigation replacement and repair of equipment;

Tree Service – Tree service above 15 feet from ground, including pruning, removal of trees, and cutting of large fallen trees and branches

BUDGET IMPACT

The Professional Services Agreement provides Rubicon with an amount not to exceed $705,000 during FY 2013-2014. This amount increases the level of funding from FY 2012/13 by $45,000 to support increase in scope of services to maintain the Special Events District: Library, Pavilion, Chapel and Casa de la Vista, as well as providing $5,000 for the Just One Tree Project.

RECOMMENDATION

Staff believes that Rubicon's mission, purpose, and program is consistent with the Amended Homeless Assistance Agreement. Project Staff recommends the Authority Board approve the proposed month-to-month contract for landscape maintenance services with Rubicon commencing on July 1, 2013 for an amount not to exceed $705,000.

EXHIBITS

EXHIBIT A: Professional Services Agreement between the Treasure Island Development Authority and Rubicon Enterprises, Inc

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Mirian Saez, Director of Island Operations

Landscape Budget for TI/YBI Service Areas

Rubicon Landscape

					Scope - FY 2013-2014	
AREA #	ACTIVITY SCHEDULE	ACTIVITY DESCRIPTION	Area	Hrs	Freq	Total Hours per Year
1						
Gas Station	Weekly	Pick up fallen branches	146,725	0.39	26	10
		Pick up litter	146,725	0.39	26	10
	Bi-weekly	Non-irrigated lawn--Mow bi-weekly in the growing season.	20,948	0.74	12	9
		Blow hard surfaces and remove plant debris	125,777	1.32	12	16
	Monthly	Edge and trim	446	1.04	0	0
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	125,777	3.78	6	23
	4 times annually	Prune shrubs/trees	3,000	3	4	13
		Weed ground cover and/or rock slopes	8,625	3.03	4	12
						92
2						
Navy Storage	Weekly	Pick up fallen branches	94,237	0.25	26	6
		Pick up litter	94,237	0.25	26	6
	Bi-weekly	Non-irrigated lawn--Mow bi-weekly in the growing season.	3,378	0.12	12	1
		Blow hard surfaces and remove plant debris	88,762	0.93	12	11
	Monthly	Edge and trim	157	0.37	0	0
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	85,384	2.57	6	15
	4 times annually	Weed ground cover and/or rock slopes				
		Prune shrubs/trees	884	1	4	4
						45
3A						
Fire School--From east	Weekly	Pick up fallen branches	34,528	0.09	26	2
sidewalk to sea wall		Pick up litter	34,528	0.09	26	2
	Bi-weekly	Non-irrigated lawn--Mow bi-weekly in the growing season.				
		Blow hard surfaces and remove plant debris	28,288	0.30	12	4
	Monthly	Edge and trim				
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	28,288	0.85	6	5
	4 times annually	Prune shrubs/trees	1,579	2	4	7
		Weed ground cover and/or rock slopes	6,240	2.19	4	9
						29
Add Back Fire School						350
3B						
8th St. Little League	Weekly	Pick up fallen branches	28,530	0.08	26	2
From sidewalk to sea		Pick up litter	28,530	0.08	26	2
wall	Bi-weekly	Non-irrigated lawn--Mow bi-weekly in the growing season.				
		Blow hard surfaces and remove plant debris	23,775	0.25	12	3
	Monthly	Edge and trim				
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	23,775	0.72	6	4
	4 times annually	Prune shrubs/trees	2,219	2	4	9
		Weed ground cover and/or rock slopes	4,755	1.67	4	7
						27
4						
Tennis Courts, fenced	Weekly	Pick up fallen branches	129,160	0.34	26	9
off storage		Pick up litter	129,160	0.34	26	9
	Bi-weekly	Non-irrigated lawn--Mow bi-weekly in the growing season.	79,371	2.78	12	33
		Blow hard surfaces and remove plant debris	46,639	0.49	12	6
	Monthly	Edge and trim	1,075	2.51	0	0
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	46,639	1.40	6	8
	4 times annually	Prune shrubs/trees	20,630	9	4	35
		Weed ground cover and/or rock slopes	3,150	1.11	4	4
						105
Eliminate all work in						(26)
fenced-in area, not						
previously excluded						
5						
4th St. Little League	Weekly	Pick up fallen branches	73,728	0.19	26	5
Area west of field storage		Pick up litter	73,728	0.19	26	5
containers and from	Bi-weekly	Non-irrigated lawn--Mow bi-weekly in the growing season.	11,640	0.41	12	5
pavement edge to slope		Blow hard surfaces and remove plant debris	56,118	0.59	12	7
on the east side	Monthly	Edge and trim				
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	56,118	1.69	6	10
	4 times annually	Prune shrubs/trees	4,515	5	4	19
		Weed ground cover and/or rock slopes	5,970	2.09	4	8
						60
6						
Former bldg 233	Weekly	Pick up fallen branches	554,761	0.73	26	19
and gravel triangle		Pick up litter	554,761	1.46	26	38
	Bi-weekly	Non-irrigated lawn--Mow bi-weekly in the growing season.				

Landscape Budget for TI/YBI Service Areas

Rubicon Landscape

					Scope - FY 2013-2014	
AREA #	ACTIVITY SCHEDULE	ACTIVITY DESCRIPTION	Area	Hrs	Freq	Total Hours per Year
		Blow hard surfaces and remove plant debris	538,576	2.83	12	34
	Monthly	Edge and trim	538,576	16.20	6	97
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	937	1	4	4
	4 times annually	Prune shrubs/trees	16,185	5.68	4	23
		Weed ground cover and/or rock slopes				215
7						
Pier	No Scope in this Area					
8						
PUC	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	102,469	3.08	6	18
	4 times annually	Prune shrubs/trees	1,260	1	4	5
		Blow hard surfaces and remove plant debris	102,469	1.08	4	4
						28
9						
Brig	Twice weekly	Hand water areas without irrigation during dry season, as needed, up to twice weekly	12,786	1.04	91	94
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	12,786	1.92	46	88
		Pick up fallen branches turf	12,786	0.03	46	2
		Pick up litter turf	12,786	0.03	46	2
		Pick up fallen branches	77,165	0.20	26	5
		Pick up litter	77,165	0.20	26	5
		Blow hard surfaces and remove plant debris	64,648	0.68	26	18
	Bi-weekly	Trim and Edge	221	0.52	23	12
		Non-irrigated lawn--Mow bi-weekly in the growing season.	7,309	0.26	12	3
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	64,648	1.94	6	12
	4 times annually	Fertilize lawns	12,786	1	4	2
		Prune shrubs/trees	1,162	1	4	5
						248
10						
Behind Brig	Weekly	Pick up fallen branches	67,176	0.18	26	5
		Pick up litter	67,176	0.18	26	5
	Bi-weekly	Non-irrigated lawn--Mow bi-weekly in the growing season.	2,528	0.09	12	1
		Blow hard surfaces and remove plant debris	64,648	0.68	12	8
	Monthly	Edge and trim	222	0.52	0	0
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	64,648	1.94	6	12
	4 times annually	Prune shrubs/trees				30
11						
bldg 264	Weekly	Pick up fallen branches	53,460	0.141	26	4
		Pick up litter	53,460	0.141	26	4
	Bi-weekly	Blow hard surfaces and remove plant debris	53,460	0.56	12	7
	Monthly	Edge and trim	491	1.15	9	10
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	53,460	1.61	6	10
	4 times annually	Prune shrubs/trees	495	1	4	2
						36
12						
Shaw holding area	Weekly	Pick up fallen branches	71,206	0.19	26	5
Perimeter only		Pick up litter	71,206	0.19	26	5
	Bi-weekly	Non-irrigated lawn--Mow bi-weekly in the growing season.	7,350	0.26	12	3
	Monthly	Edge and trim	525	1.23	9	11
		Blow hard surfaces and remove plant debris	63,856	0.67	12	8
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	63,856	1.92	6	12
	4 times annually	Prune shrubs/trees	2,205	2	4	9
						53
13						
Ship Shape	Twice weekly	Hand water areas without irrigation during dry season, as needed, up to twice weekly	5,812	0.47	91	43
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	5,812	0.87	46	40
		Pick up fallen branches turf	5,812	0.02	46	1
		Pick up litter turf	5,812	0.02	46	1
		Pick up fallen branches	135,180	0.36	26	9
		Pick up litter	135,180	0.36	26	9
		Blow hard surfaces and remove plant debris	135,180	1.42	26	37
	Bi-weekly	Trim and Edge				0
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	135,180	4.07	6	24
	4 times annually	Fertilize lawns	5,812	0	4	1
		Prune shrubs/trees	2,549	3	4	11
						176

Landscape Budget for TI/YBI Service Areas

Rubicon Landscape

					Scope - FY 2013-2014	
AREA #	ACTIVITY SCHEDULE	ACTIVITY DESCRIPTION	Area	Hrs	Freq	Total Hours per Year
14						
TI Gym	Twice weekly	Operate manual irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	44,181	1.45	91	132
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	44,181	6.64	46	306
		Pick up fallen branches turf	44,181	0.12	46	5
		Pick up litter turf	44,181	0.12	46	5
		Pick up fallen branches	57,183	0.15	26	4
		Pick up litter	57,183	0.15	26	4
		Blow hard surfaces and remove plant debris	55,297	0.58	26	15
	Bi-weekly	Trim and Edge	1,153	2.70	23	62
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	55,297	1.66	6	10
	4 times annually	Fertilize lawns	44,181	2	4	8
		Prune shrubs/trees	11,572	0.35	6	2
						553
15						
Bldgs 260, 261, 401	Weekly	Pick up fallen branches	165,555	0.44	26	11
Perimeter only		Pick up litter	165,555	0.44	26	11
	Bi-weekly	Non-irrigated lawn–Mow bi-weekly in the growing season.	4,657	0.70	12	8
		Blow hard surfaces and remove plant debris	160,898	1.69	12	20
	Monthly	Edge and trim	414	0.97	9	9
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	160,898	4.84	6	29
	4 times annually	Prune shrubs/trees	2,088	0.06	4	0
						89
16						
Old CC Meyers/	Weekly	Pick up fallen branches	429,374	0.56	26	15
Old Compost Area		Pick up litter	429,374	1.13	26	29
	Bi-weekly	Non-irrigated lawn–Mow bi-weekly in the growing season.	159,985	5.61	12	67
		Blow hard surfaces and remove plant debris	269,389	2.84	12	34
	Monthly	Edge and trim				
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	269,389	8.10	6	49
	4 times annually	Prune shrubs/trees	7,080	7	4	30
						224
Additional Scope	Weekly	Pick up litter	68,040	0.18	26	5
Added Gravel Area	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	68,040	2.05	6	12
						17
17	Weekly	Pick up fallen branches	65,636	0.17	52	9
Gravel area		Pick up litter	65,636	0.17	52	9
	Bi-weekly	Blow hard surfaces and remove plant debris	57,572	0.61	12	7
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	57,572	1.73	6	10
	4 times annually	Prune shrubs/trees	606	1	4	3
						39
18						
bldgs 201, 202	Weekly	Pick up fallen branches	126,394	0.33	26	9
perimeter of buildings		Pick up litter	126,394	0.33	26	9
	Bi-weekly	Non-irrigated lawn–Mow bi-weekly in the growing season.	2,183	0.08	12	1
		Blow hard surfaces and remove plant debris	124,211	1.31	12	16
	Monthly	Edge and trim	160	0.37	9	3
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	124,211	3.74	6	22
	4 times annually	Prune shrubs/trees	2,475	3	4	10
		Groundcover				
						70
18A Additional Scope						
Gaelic Association Field, Perimeter only	Weekly	Pick up fallen branches	13,296	0.07	26	2
		Pick up litter	13,296	0.03	26	1
	Bi-weekly	Non-irrigated lawn–Mow bi-weekly in the growing season.	3,300	0.12	12	1
		Blow hard surfaces and remove plant debris	3,300	0.03	12	0
	Monthly	Edge and trim	1,100	2.57	9	23
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	9,996	0.30	6	2
	4 times annually	Prune shrubs/trees	1,000	1	4	4
		Groundcover				
						34
19						
CC MEYERS	Weekly	Pick up fallen branches	102,966	0.27	26	7
Perimeter only		Pick up litter	102,966	0.27	26	7
	Bi-weekly	Non-irrigated lawn–Mow bi-weekly in the growing season.				
		Blow hard surfaces and remove plant debris	87,973	0.93	12	11
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	87,973	2.65	6	16

Landscape Budget for TI/YBI Service Areas

Rubicon Landscape

					Scope - FY 2013-2014	
AREA #	ACTIVITY SCHEDULE	ACTIVITY DESCRIPTION	Area	Hrs	Freq	Total Hours per Year
	4 times annually	Prune shrubs/trees	11,245	12	4	47
		Weed ground cover and/or rock slopes	14,993	5	4	21
						109
19A Additional Scope						
Gaelic Association Field, Perimeter only	Weekly	Pick up fallen branches	12,144	0.03	26	1
		Pick up litter	12,144	0.03	26	1
	Bi-weekly	Non-irrigated lawn–Mow bi-weekly in the growing season.	3,300	0.12		
		Blow hard surfaces and remove plant debris	8,844	0.09	12	1
	Monthly	Edge and trim	1,283	3.00	9	27
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	8,844	0.27	6	2
	4 times annually	Prune shrubs/trees	0	0	4	0
		Weed ground cover and/or rock slopes	0	0	4	0
						31
20						
bldg 257						
across from Kidango	Weekly	Pick up fallen branches	65,518	0.17	26	4
		Pick up litter	65,518	0.17	26	4
	Bi-weekly	Non-irrigated lawn–Mow bi-weekly in the growing season.	37,865	1.33	12	16
		Blow hard surfaces and remove plant debris	27,653	0.29	12	3
	Monthly	Edge and trim	1,283	3.00	6	18
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	27,653	0.83	4	3
	4 times annually	Prune shrubs/trees	11,360	12	4	48
						98
21						
bldgs 29, 229	Weekly	Pick up fallen branches	269,134	0.35	26	9
		Pick up litter	269,134	0.71	26	9
	Bi-weekly	Non-irrigated lawn–Mow bi-weekly in the growing season.	68,124	2.39	12	8
		Blow hard surfaces and remove plant debris	201,010	2.12	12	29
	Monthly	Edge and trim	780	1.78	6	13
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	201,010	6.05	6	11
	4 times annually	Prune shrubs/trees	6,705	7	4	24
		Weed ground cover and/or rock slopes				
						103
22A						
Perimeter of little	Weekly	Pick up fallen branches	89,350	0.24	26	6
league		Pick up litter	89,350	0.24	26	6
	Bi-weekly	Blow hard surfaces and remove plant debris	73,975	0.78	12	9
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	73,975	2.22	6	13
	4 times annually	Prune shrubs/trees	7,688	8	4	32
		Weed ground cover and/or rock slopes	15,375	5	4	22
						89
22B						
Parkway along 9th	Weekly	Pick up fallen branches	14,552	0.04	26	1
Street adjacent to Job		Pick up litter	14,552	0.04	26	1
Corps	Bi-weekly	Blow hard surfaces and remove plant debris	13,064	0.14	12	2
		Non-irrigated lawn–Mow bi-weekly in the growing season.				
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	13,064	0.39	4	2
	4 times annually	Prune shrubs/trees	744	1	4	3
						8
22C						
Parkways along 9th	Monthly	Monitor irrigation systems and water areas without irrigation during dry season, as needed, monthly	13,116	0.88	9	8
Street between Job	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	13,116	1.97	46	91
Corps and 1400's		Pick up fallen branches turf	13,116	0.03	46	2
		Pick up litter turf	13,116	0.03	46	2
		Pick up fallen branches	44,007	0.06	46	3
		Pick up litter	44,007	0.12	46	5
	Bi-weekly	Trim and Edge	2,186	5.11	23	118
		Blow hard surfaces and remove plant debris	44,007	0.46	26	12
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	44,007	1.32	6	8
	4 times annually	Prune shrubs/trees	2,623	3	4	11
		Fertilize lawns	13,116	1	4	2
						261
23						
Legal Bldg	Weekly	Pick up fallen branches	105,050	0.55	26	14
		Pick up litter	105,050	0.55	26	14
	Bi-weekly	Non-irrigated lawn–Mow bi-weekly in the growing season.	103,400	3.63	12	44

Landscape Budget for TI/YBI Service Areas

Rubicon Landscape

					Scope - FY 2013-2014	
AREA #	ACTIVITY SCHEDULE	ACTIVITY DESCRIPTION	Area	Hrs	Freq	Total Hours per Year
		Blow hard surfaces and remove plant debris	1,650	0.02	12	0
	Monthly	Edge and trim	1,861	4.35	9	39
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	1,650	0.05	6	0
	4 times annually	Prune shrubs/trees	20,680	22	4	87
						199
24						
Nimitz	Twice weekly	Operate manual irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	51,681	1.70	91	155
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	51,681	7.77	46	357
		Pick up fallen branches turf	51,681	0.14	46	6
		Pick up litter turf	51,681	0.14	46	6
		Pick up fallen branches	43,434	0.11	46	5
		Pick up litter	43,434	0.11	46	5
		Blow hard surfaces and remove plant debris	43,434	0.46	26	12
	Bi-weekly	Trim and Edge	398	0.93	23	21
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	43,434	1.31	6	8
	4 times annually	Fertilize lawns	51,681	2.27	4	9
		Prune shrubs/trees	25,841	27	4	109
						694
25						
Tennis courts	Twice Weekly	Hand water areas without irrigation during dry season, as needed, up to twice weekly	9,342	0.76	91	69
	Weekly	Mow lawn areas, as needed, to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	9,342	1.40	40	56
		Blow hard surfaces and remove plant debris, not including tennis courts	32,086	0.34	26	9
		Pick up fallen branches turf	9,342	0.02	46	1
		Pick up litter turf	9,342	0.02	46	1
		Pick up fallen branches, including tennis courts	32,086	0.08	26	2
		Pick up litter, including tennis courts	32,086	0.08	26	2
		Trim and Edge	398	0.93	23	21
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces, not including tennis courts	32,086	0.96	6	6
	4 times annually	Prune shrubs/trees	3,846	4.05	4	16
		Fertilize lawns	9,342	0.41	4	2
						185
26A						
TI School	Weekly	Pick up fallen branches	53,915	0.14	52	7
		Pick up litter	53,915	0.14	52	7
	Bi-weekly	Non-irrigated lawn--Mow bi-weekly in the growing season.	25,933	0.91	12	11
		Blow hard surfaces and remove plant debris	27,982	0.29	24	7
	Monthly	Edge and trim	826	1.53	9	17
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	27,982	0.84	6	5
	4 times annually	Prune shrubs/trees	2,593	3	4	11
						66
26B						
Trash Cans at Gaelic	Twice Weekly	Empty Trash Cans (2)	2	1	104	52
Field		Disposal of Trash - Prorated Dumpster Cost	2	2	104	
						52
26B Additional Scope	Weekly	Pick up litter	8,140	0.11	52	6
		Blow hard surfaces to remove loose gravel and plant debris	8,140	0.43	52	22
						28
26C Additional Scope						
TI School	Weekly	Pick up fallen branches	97,660	0.26	52	13
		Pick up litter	97,660	0.26	52	13
	Bi-weekly	Non-irrigated lawn--Mow bi-weekly in the growing season.	0	0.00	12	0
		Blow hard surfaces and remove plant debris	97,660	1.03	24	25
	Monthly	Edge and trim	0	0.00	9	0
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	97,660	2.84	6	18
	4 times annually	Prune shrubs/trees	3,000	3	4	13
						82
26D Additional Scope						
TI School	Weekly	Pick up fallen branches	98,175	0.26	52	13
		Pick up litter	98,175	0.26	52	13
	Bi-weekly	Non-irrigated lawn--Mow bi-weekly in the growing season.	0	0.00	12	0
		Blow hard surfaces and remove plant debris	98,175	1.03	24	25
	Monthly	Edge and trim	154	0.35	9	3
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	98,175	2.95	6	18
	4 times annually	Prune shrubs/trees	0	0	4	0
						73

Landscape Budget for TI/YBI Service Areas

Rubicon Landscape

					Scope - FY 2013-2014	
AREA #	ACTIVITY SCHEDULE	ACTIVITY DESCRIPTION	Area	Hrs	Freq	Total Hours per Year
27						
Field at DPW storage	Weekly	Pick up fallen branches	46,628	0.12	26	3
Perimeter Only		Pick up litter	46,628	0.12	26	3
	Bi-weekly	Non-irrigated lawn–Mow bi-weekly in the growing season.	18,414	0.65	12	8
		Blow hard surfaces and remove plant debris	28,214	0.30	12	4
	Monthly	Edge and trim	544	1.27	9	11
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	28,214	0.85	6	5
	4 times annually	Prune shrubs/trees				
						34
27 Additional Scope						
Add Back Previously	Weekly	Pick up fallen branches	65,000	0.17	26	4
Fenced Area		Pick up litter	65,000	0.17	26	4
	Bi-weekly	Non-irrigated lawn–Mow bi-weekly in the growing season.	65,000	2.28	12	27
		Blow hard surfaces and remove plant debris	0	0.00	12	0
						36
28						
Palm Park	Twice weekly	Hand water areas without irrigation during dry season, as needed, up to twice weekly	53,926	4.37	91	397
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	53,926	2.84	46	131
		Pick up fallen branches turf	53,926	0.14	46	7
		Pick up litter turf	53,926	0.14	46	7
		Pick up fallen branches	21,904	0.06	46	3
		Pick up litter	21,904	0.06	46	3
		Blow hard surfaces and remove plant debris	20,535	0.22	26	6
	Bi-weekly	Trim and Edge	3,058	7.15	9	64
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	20,535	0.62	6	4
	4 times annually	Fertilize lawns	53,926	2	4	9
		Prune shrubs/trees	768	1	4	3
						633
29A						
Star Barracks	Weekly	Pick up fallen branches	543,291	1.43	52	74
		Pick up litter	543,291	1.43	52	74
	Bi-weekly	Non-irrigated lawn–Mow bi-weekly in the growing season.	304,239	10.68	12	128
		Blow hard surfaces and remove plant debris	239,052	2.52	26	65
	Monthly	Edge and trim	9,230	5.40	9	49
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	239,052	7.19	6	43
	4 times annually	Prune shrubs/trees	121,696	51	4	205
		Weed ground cover and/or rock slopes				
						639
29B						
Great Lawn	Twice weekly	Hand water areas without irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	117,971	3.88	91	353
		Monitor irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	39,324	2.59	9	23
		Empty 6 trash cans	6	1.5	104	156
		Disposal of Trash - Prorated Dumpster Cost	6	2		0
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	157,295	8.28	46	381
		Pick up fallen branches	316,940	0.42	46	19
		Pick up litter	316,940	0.83	46	38
		Blow hard surfaces and remove plant debris	138,445	1.46	26	38
	Bi-weekly	Trim and Edge	2,832	6.62	9	60
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	138,445	4.16	6	25
	4 times annually	Fertilize lawns	157,295	7	4	28
		Prune shrubs/trees	4,500	5	4	19
		Weed ground cover and/or rock slopes	21,200	7	4	30
						1,170
29C						
Palm Avenue and sea	Twice weekly	Empty 4 trash cans	4	1.0	104	104
wall from south end of		Disposal of Trash - Prorated Dumpster Cost	4	2		0
Great Lawn to California Ave	Weekly	Pick up fallen branches	71,734	0.90	46	41
California Ave		Pick up litter	71,734	0.90	46	41
	Bi-weekly	Blow hard surfaces and remove plant debris	50,908	0.54	26	14
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	50,908	1.53	6	9
	4 times annually	Weed rock slopes along sea wall	20,826	7	4	29

Rubicon Landscape

					Scope - FY 2013-2014	
AREA #	ACTIVITY SCHEDULE	ACTIVITY DESCRIPTION	Area	Hrs	Freq	Total Hours per Year
						239
29D						
Fogwatch picnic area	Twice weekly	Empty 5 trash cans	5	1.3	104	130
trash cans		Disposal of Trash - Prorated Dumpster Cost	5	2		
						130
30						
Parking next to	Twice weekly	Hand water areas without irrigation during dry season, as needed, up to twice weekly	0	0.00	91	0
Star barracks	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	0	0.00	46	0
		Pick up fallen branches turf	0	0.00	46	0
		Pick up litter turf	0	0.00	46	0
		Pick up fallen branches	190,642	0.25	26	7
		Pick up litter	190,642	0.50	26	13
		Blow hard surfaces and remove plant debris	179,067	1.88	26	49
	Bi-weekly	Non-irrigated lawn–Mow bi-weekly in the growing season.	11,575	0.41	12	5
		Trim and Edge				
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	179,067	5.39	6	32
	4 times annually	Fertilize lawns	0	0	4	0
		Prune shrubs/trees	5,049	5	4	21
						127
31						
Park lot next to	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	Lawn is part of California Ave			
Library		Blow hard surfaces (streets only) and remove plant debris	21,680	0.23	26	6
		Pick up fallen branches	165,312	3.00	46	138
		Pick up litter	165,312	0.44	46	20
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	111,590	3.36	6	20
	4 times annually	Prune shrubs/trees	13,431	14	4	57
		Weed plant beds	53,722	19	4	75
						316
32						
Bldg 1	Twice weekly	Manually operate irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	15,329	0.50	91	46
		Hand water areas without irrigation during dry season, as needed, up to twice weekly	5,110	0.41	91	38
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	15,329	4.61	46	212
		Pick up fallen branches	163,127	0.43	46	20
		Pick up litter	163,127	0.43	46	20
		Blow hard surfaces and remove plant debris	134,188	1.41	26	37
	Bi-weekly	Trim and Edge	584	1.37	12	16
	Monthly	Prune shrubs/trees	4,088	4	9	39
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	134,188	4.04	6	24
	4 times annually	Fertilize lawns	15,329	1	4	3
		Weed ground cover and/or rock slopes	8,500	3	4	12
						466
33						
Behind bldg 1	Twice weekly	Where irrigation is shown, hand water areas without irrigation during dry season, as needed, up to twice weekly	10,955	0.89	91	81
(Note - California	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	10,955	1.65	46	76
Avenue portion is in		Pick up fallen branches turf	10,955	0.03	46	1
Area 37)		Pick up litter turf	10,955	0.03	46	1
		Pick up fallen branches	73,043	0.19	46	9
		Pick up litter	73,043	0.19	46	9
	Bi-weekly	Non-irrigated lawn–Mow bi-weekly in the growing season.	3,101	0.11	12	1
		Blow hard surfaces and remove plant debris	61,562	0.65	26	17
	Monthly	Edge and trim	535	1.25	12	15
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	61,562	1.85	6	11
	4 times annually	Prune shrubs/trees	10,541	11	4	44
		Weed ground cover and/or rock slopes	8,380	2.94	4	12
						277
34						
Bldg 180	Weekly	Pick up fallen branches	243,120	0.64	52	33
(Note - California		Pick up litter	243,120	0.64	52	33
Avenue portion is in	Bi-weekly	Blow hard surfaces and remove plant debris	235,140	2.48	26	64
Area 37)	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	235,140	7.07	6	42
	4 times annually	Prune shrubs/trees	3,959	4	4	17
		Weed ground cover and/or rock slopes	7,980	2.80	4	11

					Scope - FY 2013-2014	
AREA #	ACTIVITY SCHEDULE	ACTIVITY DESCRIPTION	Area	Hrs	Freq	Total Hours per Year
						201
35						
Hanger 2	Twice weekly	Manually operate irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	14,016	0.46	91	42
(Note - California	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	14,016	2.11	46	97
Avenue portion is in		Pick up fallen branches turf	14,016	0.04	46	2
Area 37)		Pick up litter turf	14,016	0.04	46	2
		Pick up fallen branches	269,970	0.71	46	33
		Pick up litter	269,970	0.71	46	33
		Blow hard surfaces and remove plant debris	263,500	2.77	26	72
	Bi-weekly	Trim and Edge	450	1.05	12	13
		Non-irrigated lawn--Mow bi-weekly in the growing season.	12,500	0.44	12	5
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	263,500	7.92	6	48
	4 times annually	Fertilize lawns	14,016	1	4	2
		Prune shrubs/trees	10,400	11	4	44
		Weed rock slopes along sea wall	6,470	2.27	4	9
						401
36						
hanger 3	Weekly	Pick up fallen branches	267,203	0.70	46	32
(Note - California		Pick up litter	267,203	0.70	46	32
Avenue portion is in	Bi-weekly	Blow hard surfaces and remove plant debris	246,843	2.60	26	68
Area 37)	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	246,843	7.42	6	45
	4 times annually	Prune shrubs/trees	1,300	1	4	5
		Weed rock slopes along sea wall	20,360	7.14	4	29
						211
37						
Parkways along	Twice weekly	Manually operate irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	81,957	2.70	91	245
California Avenue	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	81,957	12.32	46	567
		Pick up fallen branches turf	197,429	0.52	46	24
		Pick up litter turf	197,429	0.52	46	24
		Blow hard surfaces and remove plant debris	115,472	1.22	26	32
	Bi-weekly	Trim and Edge	8,526	19.94	12	239
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	115,472	3.47	6	21
	4 times annually	Fertilize lawns	81,957	4	4	14
		Prune shrubs/trees	20,489	22	4	86
						1,252
38						
Causeway	Three times weekly	Empty 10 trash cans at tourist stop and Clipper Cove	10	2.5	156	390
		Disposal of Trash - Prorated Dumpster Cost	10	3	0	0
		Pick up litter	231,083	0.61	156	95
	Twice Weekly	Blow hard surfaces and remove plant debris	142,808	1.50	26	39
		Monitor irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	59,325	4.80	9	43
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	59,325	8.92	46	410
		Pick up fallen branches	231,083	0.61	46	28
	Bi-weekly	Trim and Edge	1,138	2.66	12	32
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	142,808	4.29	6	26
	4 times annually	Fertilize lawns	59,325	3	4	10
		Prune shrubs/trees	2,015	2	4	8
		Weed ground cover and/or rock slopes	28,950	10.16	4	41
	3 times annually	Plant annuals plants for color under TI entry sign and circle bed in Causeway		30	2	60
		Furnish 50 Flats of Flowers, each color change	50	1,800	2	
		Detail flower beds	810	1.6	46	75
						1,257
38 A						
Clipper Cove	Weekly	Pick up fallen branches	64,885	0.17	26	4
		Pick up litter	64,885	0.17	26	4
		Blow hard surfaces and remove plant debris	21,978	0.23	26	6
	Twice Weekly	Empty 6 trash cans along path	6	1.5	104	156
		Disposal of Trash - Prorated Dumpster Cost	6	2		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	21,978	0.66	6	4
	4 times annually	Weed ground cover and/or rock slopes			0	0
		Prune trees/shrubs	17,271	18	4	73
						248

Landscape Budget for TI/YBI Service Areas

Rubicon Landscape

					Scope - FY 2013-2014	
AREA #	ACTIVITY SCHEDULE	ACTIVITY DESCRIPTION	Area	Hrs	Freq	Total Hours per Year
39						
Perimeter Path	Weekly	Pick up fallen branches	171,000	0.45	26	12
		Pick up litter	171,000	0.45	26	12
		Blow hard surfaces and remove plant debris	54,000	0.57	26	15
	Twice weekly	Empty 3 trash cans along path (Does not include those not accessible)	3	0.8	104	78
		Disposal of Trash - Prorated Dumpster Cost	3	2		
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	54,000	1.62	6	10
	4 times annually	Weed ground cover and/or rock slopes	117,000	41.05	4	164
		Prune shrubs/trees				
						290
40						
Macalla Lawn	Weekly	Pick up fallen branches	71,188	0.37	26	10
		Pick up litter	71,188	0.19	26	5
	Bi-weekly	Blow hard surfaces and remove plant debris				0
		Non-irrigated lawn–mow bi-weekly during growing season, as needed in the dormant season.	71,188	10.70	12	128
	Monthly	Edge and trim				0
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.				0
	4 times annually	Prune shrubs/trees	3,559	4	4	15
						158
41						
Nimitz Road	Weekly	Pick up fallen branches	15,875	0.08	52	4
		Pick up litter	15,875	0.04	52	2
	Bi-weekly	Blow hard surfaces and remove plant debris	15,875	0.17	26	4
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	15,875	0.48	6	3
	4 times annually	Weed ground cover and/or rock slopes for fire break	19,050	7	4	27
		Prune trees/shrubs	19,050	20	4	80
						121
42						
Macalla Court	Weekly	Pick up fallen branches	9,000	0.05	52	2
		Pick up litter	9,000	0.02	52	1
	Bi-weekly	Blow hard surfaces and remove plant debris	9,000	0.09	26	2
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	9,000	0.27	6	2
	4 times annually	Weed ground cover and/or rock slopes for fire break	14,400	5	4	20
		Prune shrubs/trees	14,400	15	4	61
						89
43						
Access Road	Weekly	Pick up fallen branches	10,000	0.05	12	1
		Pick up litter	10,000	0.03	12	0
	Bi-weekly	Blow hard surfaces and remove plant debris	10,000	0.11	12	1
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	10,000	0.30	6	2
	4 times annually	Weed ground cover and/or rock slopes for fire break	7,500	10	4	39
		Prune shrubs/trees	7,500	8	4	32
						75
46						
Macalla Road	Weekly	Pick up fallen branches	77,610	0.41	52	21
		Pick up litter	77,610	0.20	52	11
	Bi-weekly	Blow hard surfaces and remove plant debris	77,610	0.82	26	21
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	77,610	2.33	6	14
	4 times annually	Weed ground cover and/or rock slopes for fire break	17,156	23	4	90
		Prune shrubs/trees	17,156	18	4	72
						230
45						
Yerba Buena Road	Weekly	Pick up fallen branches	56,420	0.30	52	15
		Pick up litter	56,420	0.15	52	8
	Bi-weekly	Blow hard surfaces and remove plant debris	56,420	0.59	26	15
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	56,420	1.70	6	10
	4 times annually	Weed ground cover and/or rock slopes for fire break	14,105	19	4	74
		Prune shrubs/trees	14,105	15	4	59
						182
46						
Forest Road	Weekly	Pick up fallen branches	33,100	0.17	26	5
		Pick up litter	33,100	0.09	26	2
	Bi-weekly	Blow hard surfaces and remove plant debris	33,100	0.35	12	4
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	33,100	1.00	6	6
	4 times annually	Weed ground cover and/or rock slopes for fire break	6,205	8	4	33
		Prune shrubs/trees	6,205	7	4	28
						78
47						

Landscape Budget for TI/YBI Service Areas

Rubicon Landscape

					Scope - FY 2013-2014	
AREA #	ACTIVITY SCHEDULE	ACTIVITY DESCRIPTION	Area	Hrs	Freq	Total Hours per Year
Signal Road	Weekly	Pick up fallen branches	15,680	0.06	26	2
		Pick up litter	15,680	0.04	26	1
	Bi-weekly	Blow hard surfaces and remove plant debris	15,680	0.17	26	4
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	15,680	0.47	6	3
	4 times annually	Weed ground cover and/or rock slopes for fire break	2,940	4	4	15
		Prune shrubs/trees	2,940	3	4	12
						38
48A						
TI Road	Weekly	Pick up fallen branches	45,540	0.24	52	12
		Pick up litter	45,540	0.12	26	3
	Bi-weekly	Blow hard surfaces and remove plant debris	45,540	0.48	12	6
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	45,540	1.37	6	8
	4 times annually	Weed ground cover and/or rock slopes for fire break	7,590	10	4	40
		Prune shrubs/trees	7,590	8	4	32
						101
48B						
TI Road and Hillcrest Road	Weekly	Pick up fallen branches	64,410	0.34	52	18
		Pick up litter	64,410	0.17	26	4
	Bi-weekly	Blow hard surfaces and remove plant debris	64,410	0.68	12	8
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	64,410	1.94	6	12
	4 times annually	Weed ground cover and/or rock slopes for fire break	10,735	14	4	57
		Prune shrubs/trees	10,735	11	4	45
						143
48C						
Northgate Drive	Weekly	Pick up fallen branches	55,620	0.29	52	15
		Pick up litter	55,620	0.15	26	4
	Bi-weekly	Blow hard surfaces and remove plant debris	55,620	0.59	12	7
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	55,620	1.67	6	10
	4 times annually	Weed ground cover and/or rock slopes for fire break	9,270	12	4	49
		Prune shrubs/trees	9,270	10	4	39
						124
49						
Quarters 1-7	Twice Weekly	Manually operate irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	27,444	0.90	91	82
	Weekly	Pick up fallen branches	39,174	0.21	46	9
		Pick up litter	39,174	0.10	46	5
		Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	27,444	4.13	46	190
		Pick up fallen branches turf	27,444	0.07	46	3
		Pick up litter turf	27,444	0.07	46	3
	Bi-weekly	Non-Irrigated lawn–Mow bi-weekly in the growing season.				0
		Trim and Edge	720	1.68	9	15
		Blow hard surfaces and remove plant debris	34,974	0.37	26	10
	Monthly	Prune shrubs/trees	4,117	4	9	39
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	34,974	1.05	6	6
	4 times annually	Weed ground cover and/or rock slopes for fire break	4,200	1	4	6
		Fertilize lawns	27,444	1	4	5
						374
50						
Quarters 240	Twice Weekly	Manually operate irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	18,985	0.62	91	57
	Weekly	Pick up fallen branches	13,102	0.07	46	3
		Pick up litter	13,102	0.03	46	2
		Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	18,985	2.85	46	131
		Pick up fallen branches turf	18,985	0.05	46	2
		Pick up litter turf	18,985	0.05	46	2
	Bi-weekly	Non-Irrigated lawn–Mow bi-weekly in the growing season.				
		Blow hard surfaces and remove plant debris	13,102	0.14	26	4
		Trim and Edge	263	0.62	9	6
	Monthly	Prune shrubs/trees	2,848	3	9	27
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	13,102	0.39	6	2
		Weed ground cover and/or rock slopes				
						236
51						
Quarters 62	Twice Weekly	Manually operate irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	1,874	0.08	0	0
		Where irrigation is shown, hand water areas without irrigation during dry season, as needed, up to twice weekly	4,373	0.35	0	0
	Weekly	Pick up fallen branches	11,335	0.06	26	2

Landscape Budget for TI/YBI Service Areas

Rubicon Landscape

					Scope - FY 2013-2014	
AREA #	ACTIVITY SCHEDULE	ACTIVITY DESCRIPTION	Area	Hrs	Freq	Total Hours per Year
		Pick up litter	11,335	0.03	26	1
		Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	6,247	0.94	46	43
	Bi-weekly	Non-irrigated lawn–Mow bi-weekly during growing season	6,247	0.22	12	3
		Blow hard surfaces and remove plant debris	4,000	0.13	12	2
		Non-irrigated lawn–Mow bi-weekly during growing season				0
		Trim and Edge				0
	Monthly	Prune shrubs/trees	3,124	3	9	30
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	4,000	0.12	6	1
	4 times annually	Weed ground cover and/or rock slopes for fire break	1,089	0	4	2
		Fertilize lawns	6,247	0	0	0
						82
52						
Captains Park	Twice weekly	Manually operate irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	8,400	0.28	91	25
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	8,400	1.26	46	58
		Pick up fallen branches turf	8,400	0.02	46	1
		Pick up litter turf	8,400	0.02	46	1
		Pick up fallen branches	680	0.00	46	0
		Pick up litter	680	0.00	46	0
		Rake sandbox and remove plant debris	680	0	46	11
	Bi-weekly	Trim and Edge	240	0.55	24	13
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.				
		Remove weeds mechanically or by hand from sand box	680	1	6	5
	4 times annually	Fertilize lawns	8,400	0	4	1
		Prune shrubs/trees	1,680	2	4	7
						124
53						
Nimitz Road Park	Weekly	Pick up fallen branches	1,200	0.01	52	0
		Pick up litter	1,200	0.00	52	0
		Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.			0	0
		Rake sandbox and remove plant debris	770	0	26	7
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.			0	0
		Remove weeds mechanically or by hand from sand box	770	1	6	6
		Clear paths around sand box and adjacent benches	430	1	4	2
						16
54						
Three Reservoirs	4 times annually	Cut back vegetation 20 feet from perimeter of buildings:				
		Adjacent to Tower Pk	9,940	13	4	52
		Downhill from Yerba Buena Road	11,940	15	4	63
		Adjacent to Macalla Rd, near access road	2,500	3	4	13
						128
55						
Fire Break behind 300's	4 times annually	Cut back vegetation 40 feet from buildings	40,800	54	4	215
						215
57						
Casa, Chapel & Library	Twice weekly	Manually operate irrigation systems and water areas without irrigation during dry season, as needed, up to twice weekly	70,100	5.68	91	517
		Monitor automatic irrigation systems	2,905	0.18	9	2
		Blow hard surfaces and remove plant debris	58,000	1.90	52	99
	Weekly	Mow lawn areas, as needed to maintain turf at 2.5 to 3.5 inches. Weekly during the growing season, as needed in the dormant season.	73,005	10.98	46	505
		Pick up debris & litter	138,005	0.36	52	19
	Bi-weekly	Trim and Edge	2,500	5.83	24	140
	6 times annually	Spray and remove weeds mechanically or by hand from hard surfaces.	72,000	2.17	6	13
	4 times annually	Fertilize lawns	73,005	3	4	13
						1,307
					Total Hours	16,154

Treasure Island Development Authority
One Avenue of the Palms
Treasure Island
San Francisco, California 94130

Agreement between the Treasure Island Development Authority and

Rubicon Enterprises, Inc.

This Agreement is made this 1st day of July, 2013, in the City and County of San Francisco, State of California, by and between Rubicon Enterprises, Inc., a California nonprofit corporation, hereinafter referred to as "Contractor," and the Treasure Island Development Authority, a nonprofit public benefit corporation hereinafter referred to as the "Authority," acting by and through its Director of Island Operations, hereinafter referred to as the "Director."

Recitals

WHEREAS, the Authority wishes to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, The Amended and Restated Base Closure Homeless Assistance Agreement between the Authority and the Treasure Island Homeless Development Initiative ("TIHDI") and the Jobs and Equal Opportunity Program approved by the Board of Supervisors require Authority to negotiate in good faith with TIHDI member organizations; and,

WHEREAS, the Authority wishes to procure landscape and grounds maintenance services at Naval Station Treasure Island; and,

WHEREAS, Landscape and grounds maintenance services are identified in the Homeless Component of the Treasure Island Reuse Plan as one of the economic development opportunities available to assist homeless and other economically disadvantaged San Franciscans; and,

WHEREAS, Contractor, a member organization of TIHDI, provides landscape and grounds maintenance services that increase economic opportunities for economically-disadvantaged people and people with disabilities; and,

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by Authority as set forth under this Contract;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco ("City"). Charges will accrue only after prior written authorization certified by the Controller, and the amount of the Authority's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

Authority has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Authority budget decisions are subject to the discretion of the Mayor, the Board of Supervisors and the Authority's Board of Directors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be for a month-to-month term from July 1, 2013 to June 30, 2014. Notwithstanding anything in this Agreement to the contrary, either party, in its sole discretion, may terminate this Agreement for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party.

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Landscape Budget for TI/YBI (Treasure Island/Yerba Buena Island) Service Areas," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation

Compensation shall be made in monthly payments on or before the tenth day of each month for work performed in the previous month, as set forth in Section 4 of this Agreement, that the Director of Island Operations, in his or her sole discretion, concludes has been performed as of the final day of the immediately preceding month. In no event shall the amount of this Agreement exceed Seven Hundred and Five Thousand Dollars ($705,000). The breakdown of costs associated with this Agreement appears in Appendix A, "Landscape Budget for TI/YBI Service Areas," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Authority as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs

a. The Authority's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by Authority to Contractor shall be subject to audit by the Authority.

Payment shall be made by Authority to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City and/or the Authority for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City and/or the Authority for a civil penalty of up to $10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City or the Authority if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City or the Authority a false claim or request for payment or approval; (b) knowingly makes, uses, or

causes to be made or used a false record or statement to get a false claim paid or approved by the City or the Authority; (c) conspires to defraud the City or the Authority by getting a false claim allowed or paid by the City; or the Authority; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City or the Authority; or (e) is a beneficiary of an inadvertent submission of a false claim to the City or the Authority, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City or Authority within a reasonable time after discovery of the false claim.

9. Left blank by agreement of the parties (Disallowance)

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of Authority property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the Authority to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the Authority to enable the Authority to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by Authority and in such case must be replaced by Contractor without delay.

12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with Authority's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Authority's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment

Authority shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Authority.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by Authority under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with Authority, nor be entitled to participate in any plans, arrangements, or distributions by Authority pertaining to or in connection with any retirement, health or other benefits that Authority may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Authority and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from Authority shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. Authority does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses.

Should Authority, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). Authority shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for Authority, upon notification of such fact by Authority, Contractor shall promptly remit such amount due or arrange with Authority to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of Authority. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in Authority's financial liability so that Authority's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations; and

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the US Navy, the Treasure Island Development Authority, and the City and County of San Francisco, their Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Authority for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty (30) days' advance written notice to Authority of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Treasure Island Development Authority
One Avenue of the Palms
Treasure Island
San Francisco, CA. 94130
Attn: Director of Island Operations

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Authority receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Authority may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Contractor shall furnish to Authority certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to Authority, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

h. Approval of the insurance by Authority shall not relieve or decrease the liability of Contractor hereunder.

16. Indemnification

Contractor shall indemnify and save harmless Authority and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by Authority or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Authority, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Authority and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any claims against the Authority.

In addition to Contractor's obligation to indemnify Authority, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Authority and continues at all times thereafter.

Contractor shall indemnify and hold Authority harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Authority, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Authority may have under applicable law.

18. Liability of Authority

AUTHORITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL AUTHORITY BE LIABLE, REGARDLESS

OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Liquidated Damages

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of **Five Hundred Dollars ($500)** per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that Authority will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. Authority may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Contractor's failure to deliver to Authority within the time fixed or such extensions of time permitted in writing by the Authority.

20. Default; Remedies

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57; or 58.

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from Authority to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other

debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, Authority shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, Authority shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to Authority on demand all costs and expenses incurred by Authority in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Authority shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between Authority and Contractor all damages, losses, costs or expenses incurred by Authority as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Authority shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by Authority and to minimize the liability of Contractor and Authority to third parties as a result of termination. All such actions shall be subject to the prior approval of Authority. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by Authority.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At Authority's direction, assigning to Authority any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, Authority shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that Authority designates to be completed prior to the date of termination specified by Authority.

(7) Taking such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which Authority has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to Authority an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work Authority directed Contractor to perform prior to the specified termination date, for which services or work Authority has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of Authority, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the Authority or otherwise disposed of as directed by the Authority.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to Authority, and any other appropriate credits to Authority against the cost of the services or other work.

d. In no event shall Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, Authority may deduct: (1) all payments previously made by Authority for work or other services covered by Contractor's final invoice; (2) any claim which Authority may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Authority, the cost of any service or other work performed under this Agreement is excessively

high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and Authority's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. Authority's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to Authority, and deliver in the manner, at the times, and to the extent, if any, directed by Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to Authority. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the Authority if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of Authority

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Authority. Contractor agrees that all information disclosed by Authority to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Authority: **Treasure Island Development Authority**
One Avenue of the Palms
Treasure Island
San Francisco, CA. 94130
Attn: Mirian Saez, Director of Island Operations
Fax: (415) 274-0299

To Contractor: **Rubicon Enterprises, Inc.**
154 So. 23rd St.
Richmond, CA. 94804
Attn: Jane Fischberg,
President and Executive Director
510.412.1751 – FAX
FEIN: 68-0353815

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to Authority. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the Authority, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the Authority, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the Authority, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel

and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon Authority by this Section.

29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by Authority in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by Authority by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently

pursue such cure to completion, the Authority may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle Authority, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to Authority upon

demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City or the Authority.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2 (a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with

supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City and Authority premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between Authority and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the Authority to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series

of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, Authority may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the Authority's consideration for this Agreement. The Authority in its sole discretion shall determine whether such a breach has occurred. The Authority and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to

comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the Authority and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City and the Authority shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City and the Authority shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City or the Authority.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3 (e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. Authority shall notify Contractor if such a breach has occurred. If, within 30 days after receiving Authority's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City and Authority shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City or Authority.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City and Authority may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City or Authority has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City and Authority in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City and Authority with access to records pertaining to compliance with HCAO after receiving a written request from Authority to do so and being provided at least ten business days to respond.

k. Contractor shall allow City and Authority to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City and Authority may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City and/or Authority when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City or Authority to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City or Authority to be equal to or greater than $75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for

entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Contractor agrees:

(1) To be liable to the City and/or the Authority for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the Authority's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the Authority, City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the Authority and City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the Authority and City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City and Authority suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City and/or the Authority by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City and/or the Authority is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's and Authority's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code

Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City and the Authority may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City or Authority contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48.

53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Left blank by agreement of the parties (Supervision of Minors)

56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results

in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's and Authority's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the Authority because of Contractor's failure to comply with this provision.

60. Left blank by agreement of the parties (Slavery Era Disclosure)

61. Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

62. Wages and Working Conditions.

Contractor agrees that any person performing labor in the construction of any improvements and any Alterations, which Contractor provides under this agreement, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Contractor shall include, in any contract for construction of such Improvements and Alterations, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Contractor shall require any contractor to provide, and shall deliver to Authority upon request, certified payroll reports with respect to all persons performing labor in the construction of such improvement work or any Alterations to the Premises.

63. Miscellaneous Prevailing Wage Requirements.

Contractor agrees to comply, to the extent required by law, with San Francisco Administrative Code Section 21C et seq. San Francisco Administrative Code Section 21C.1 – Section 21C.7 are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

TREASURE ISLAND DEVELOPMENT AUTHORITY	CONTRACTOR RUBICON ENTERPRISES, INC.
By: **Mirian Saez, Director of Island Operations Treasure Island** Approved as to Form: Dennis J. Herrera City Attorney By: _____ Deputy City Attorney	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off. I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles. _____ **Jane Fischberg, President and Executive Director**

Appendix

A: Landscape Budget for TI/YBI Service Areas

Appendix "A"
Landscape Budget for TI/YBI Service Areas

Routine landscape services for Treasure and Yerba Buena Islands for an amount not to exceed $58,750 per month, or $705,000 for the month-to-month period commencing on July 1, 2013. Below is the Landscape Maintenance Scope of Services to be performed by Rubicon Landscape at Treasure and Yerba Buena Islands, for FY 2013-2014:

Landscape Maintenance Services:

Blowing – Clean street, parking areas, sidewalks and turf areas of plant debris;

Detailing – Clean plant beds, remove weeds and debris, general plant bed maintenance;

Disease and Insect Control – Address plant disease and insect problems using Integrated Pest Management techniques;

Edging – Trim turf at edge of pavement;

Empty Trash – Empty public trash receptacles in public areas, including bus stops, marina, and perimeter trail, as well as replenishing of doggie bags in same areas;

Fertilize – Fertilize shrubs and turf;

Mowing – Cut grass in irrigated and non-irrigated areas;

Mulch – Maintain 2" minimum mulch layer in plant beds;

Litter Pickup – Removal and disposal of litter from streets, parking areas, sidewalks and turf areas, including small tree limbs;

Process Plant Debris – Using grinder and chipper, grind and chip green waste, and maintain compost pile;

Pruning – Prune shrubs for shape and plant health;

Spraying – Spray herbicide on weeds in plant beds and pavement cracks;

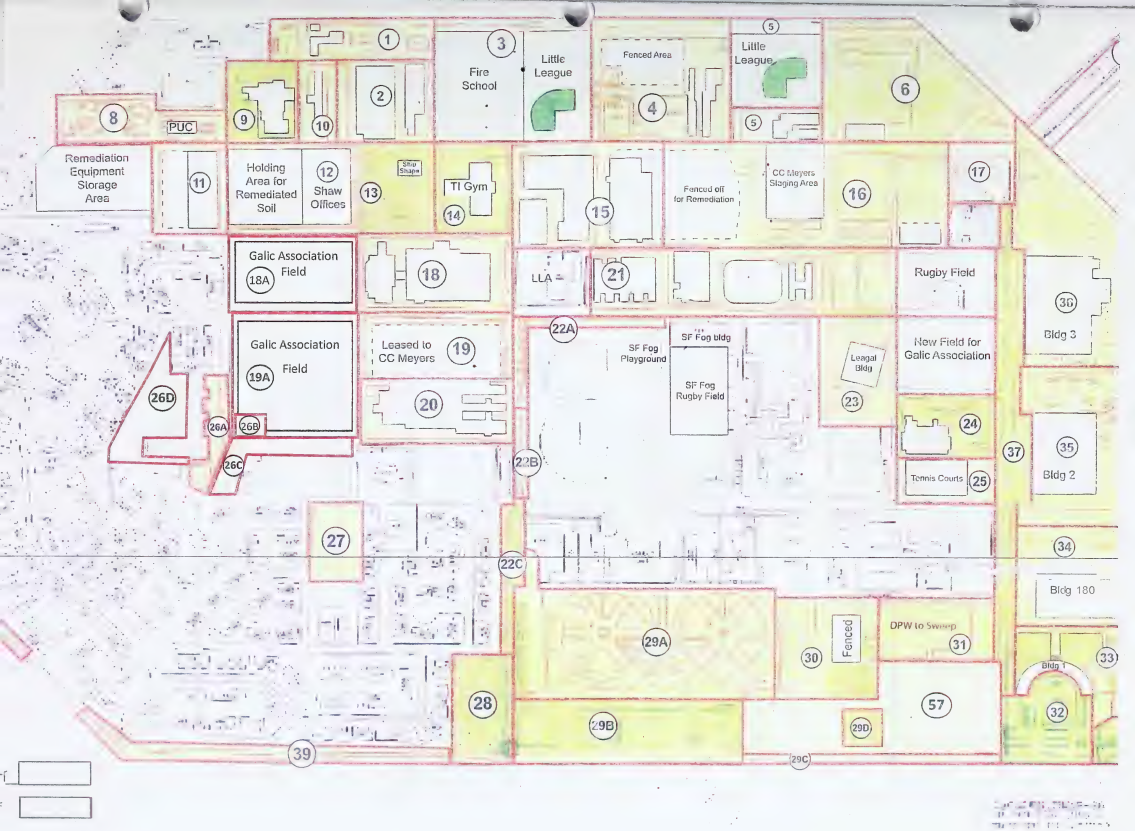
Trimming – Trim around trees, shrubs, obstacles, etc.;

Watering – Operating irrigation equipment and settings for automated irrigation, and perform hand watering where system is unavailable;

Irrigation Maintenance – adjusting irrigation and sprinkler systems;

Bulk Debris – Removal and disposal of large debris items such as abandoned furniture, trash, etc.

Landscape Maintenance Contracted Services:	**Landscape Maintenance Services Not Performed By Rubicon** Installation of new landscapes and / or renovation of existing landscapes, including irrigation replacement and repair of equipment; Tree Service – Tree service above 15 feet from ground, including pruning, removal of trees, and cutting of large fallen trees and branches


1
2
3
Fire School
Little League
Fenced Area
4
5
Little League
5
6
8
PUC
9
10
Remediation Equipment Storage Area
11
Holding Area for Remediated Soil
12
Shaw Offices
13
Ship Shape
TI Gym
14
15
Fenced off for Remediation
CC Meyers Staging Area
16
17
Galic Association Field
18A
18
LLA
21
Rugby Field
36
Bldg 3
Galic Association Field
19A
Leased to CC Meyers
19
22A
SF Fog Playground
SF Fog bldg
SF Fog Rugby Field
Leagal Bldg
23
New Field for Galic Association
24
26D
26A
26B
26C
20
22B
Tennis Courts
25
37
35
Bldg 2
27
22C
34
Bldg 180
29A
30
Fenced
DPW to Sweep
31
33
Bldg 1
28
29B
29D
57
32
39
29C

Colors are strictly for differentiation of areas.

RESOLUTION NO.

[Rubicon Professional Services Agreement]

Resolution authorizing the Director of Island Operations to execute a month-to-month Professional Services Agreement with Rubicon Enterprises, Inc. to provide landscape services commencing on July 1, 2013 for an amount not to exceed $705,000.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America, acting by and through the Department of the Navy; and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and,

WHEREAS, On January 24, 2012, the Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust

trustee for the portions of Treasure Island subject to the Tidelands Trust, or any of the other powers or authority; and,

WHEREAS, The Authority has negotiated and endorsed a proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property (the "Homeless Assistance Agreement") with the Treasure Island Homeless Development Initiative ("TIHDI"), a consortium of California nonprofit corporations organized to utilize the resources of the Base to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, In 2011, the Authority and TIHDI executed the Amended and Restated Base Closure Homeless Assistance Agreement ("Amended Homeless Assistance Agreement") and approved by the Board of Supervisors in Resolution no. 243-11; and,

WHEREAS, Within the Amended Homeless Assistance Agreement is the Jobs and Equal Opportunity Program ("JEOP") which describes job training and employment opportunities for TIHDI's member organizations for formerly homeless and economically disadvantaged San Franciscans; and,

WHEREAS, The Authority wishes to support TIHDI pursuant to the Base Closure Community Redevelopment, Homeless Assistance Act of 1994, and Amended Homeless Assistance Agreement; and,

WHEREAS, Rubicon Enterprises, Inc. currently provides landscape maintenance services to the Authority and the Authority has negotiated with Rubicon Enterprises, Inc., a California non-profit corporation ("Rubicon"), to reach agreement on the terms of a new Professional Services Agreement (the "Agreement") in an amount not to exceed Seven Hundred and Five Thousand Dollars ($705,000), which (i) describes the scope of work for the

services shown in Appendix A of the Agreement, and (ii) establishes the term of the Agreement for a month-to-month period commencing on July 1, 2013; and,

RESOLVED, That the Authority hereby finds that Rubicon's mission, purpose, and program is consistent with the Homeless Assistance Agreement; and

FURTHER RESOLVED, That the Authority hereby authorizes the Director of Island Operations to execute the Agreement with Rubicon Enterprises, Inc., effective July 1, 2013, for a month to month term in an amount not to exceed $705,000 in substantially the form attached hereto as Exhibit A; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations or her designee to enter into any additions, amendments or other modifications to the Agreement that the Director of Island Operations or her designee determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Agreement, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations or her designee of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 12, 2013.

_____

Larry Del Carlo, Secretary

7e.

AGENDA ITEM 7e
Treasure Island Development Authority
City and County of San Francisco
Meeting of June 12, 2013

Subject: Resolution Authorizing the Director of Island Operations to Execute a Professional Services Agreement with Toolworks, Inc., to Provide Janitorial Services Commencing July 1, 2013 and Expiring on June 30, 2014 in an amount not to exceed $130,000.

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: (415) 274-3365

BACKGROUND

Toolworks, Inc. ("Toolworks"), a California nonprofit public benefit corporation and a member organization of the Treasure Island Homeless Development Initiative ("TIHDI"), provides training and employment development services that increase economic opportunities for economically-disadvantaged people with disabilities. One of Toolworks' programs is contractual janitorial services. For over 15 years, Toolworks has been providing janitorial services to the Treasure Island Development Authority ("Authority") through its janitorial division. Trainees are recruited through the TIHDI Job Broker Program and through the Homeless Employment Collaborative. Toolworks has developed a specific training program for Treasure Island that utilizes one fulltime supervisor. This person trains and supervises the work of four trainees who work up to five hours a day, five days a week for 10 weeks. The trainees are then assisted in finding fulltime janitorial jobs. Toolworks gives priority placement in this program to Treasure Island residents.

On November 26, 1996, the US Department of Housing and Urban Development approved the Base Closure Homeless Assistance Agreement and Option to Lease Real Property ("Homeless Assistance Agreement") between the City & County of San Francisco (the "City") as the Local Reuse Authority for Treasure Island and TIHDI. The Homeless Assistance Agreement was drafted as an element of the City's election to comply with the conditions of the Base Closure, Community Redevelopment and Homeless Assistance Act of 1994, which requires the Local Reuse Authority to propose a plan for using Base resources to assist homeless persons in the City. The Authority is the Local Reuse Authority.

In 2011, the Authority and TIHDI executed the Amended and Restated Base Closure Homeless Assistance Agreement ("Amended Homeless Assistance Agreement"). The Board of Supervisors approved this agreement in Resolution No. 243-11. Within the Amended Homeless Assistance

Agreement is the Jobs and Equal Opportunity Program ("JEOP") which describes job training and employment opportunities for TIHDI's member organizations for formerly homeless and economically disadvantaged San Franciscans. Section 6 of the JEOP identifies specific opportunities for TIHDI member organizations who operate social enterprises to be given the Right of First Offer ("ROFO") for janitorial and landscaping services among others. These contracts cannot be bid out outside TIHDI until the good faith process outlined in the ROFO process has been satisfied.

Under the proposed contract, Toolworks will provide janitorial services to the Treasure Island Childcare Facility located at Building 502, and the Administration Building offices which consist of TIDA's Project Office and all Administration Building occupants, except the US Navy and the San Francisco Police Department. This is a "full service" contract, meaning Toolworks provides janitorial services as well as paper products, cleaning supplies and equipment. Routine services are for five days a week for an amount not to exceed $10,833.33 per month or $130,000 for the period from July 1, 2013 through June 30, 2014.

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

The salient terms and conditions of the proposed Professional Services Agreement include the following:

Location:	Building 502 (Childcare Facility) and Administration Building
Commencement Date:	July 1, 2013
Term:	Month-to-Month
Compensation:	Amount not to exceed One Hundred and Thirty Thousand Dollars ($130,000)
Janitorial Services:	Contractor will provide the following services, materials and supplies: Soap, toilet paper, hand towels, seat covers for all restrooms and kitchens in all venues with the exception of hand towels at the Childcare Facility; Uniform soap and paper goods dispensers for all restrooms and kitchens in all venues; and Transport of equipment and personnel.

BUDGET IMPACT

The Professional Services Agreement provides Toolworks with an amount not to exceed $130,000 during FY 2013-2014. This amount increases the level of funding from FY 2012/13 by $6,400 to support increase costs of materials, supplies and scope of work.

RECOMMENDATION

Staff believes that Toolworks' mission, purpose, and program is consistent with the Amended Homeless Assistance Agreement. Project Staff recommends the Authority Board approve the proposed month-to-month contract for janitorial services with Toolworks commencing on July 1, 2013 for an amount not to exceed $130,000.

EXHIBITS

Exhibit A: Professional Services Agreement between the Treasure Island Development Authority and Toolworks, Inc.

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Mirian Saez, Director of Island Operations

Treasure Island Development Authority
One Avenue of the Palms
Treasure Island
San Francisco, California 94130

Agreement between the Treasure Island Development Authority and

TOOLWORKS, INC.

This Agreement is made this 1st day of July, 2013, in the City and County of San Francisco, State of California, by and between Toolworks, Inc., a California nonprofit public benefit corporation, hereinafter referred to as "Contractor," and the Treasure Island Development Authority, a nonprofit public benefit corporation hereinafter referred to as the "Authority," acting by and through its Director of Island Operations, hereinafter referred to as the "Director."

Recitals

WHEREAS, the Authority wishes to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, the Authority wishes to procure janitorial services at Naval Station Treasure Island; and,

WHEREAS, Janitorial and other building maintenance services are identified in the Homeless Component of the Treasure Island Reuse Plan as one of the economic development opportunities available to assist homeless and other economically disadvantaged San Franciscans; and,

WHEREAS, The Amended and Restated Base Closure Homeless Assistance Agreement between the Authority and the Treasure Island Homeless Development Initiative ("TIHDI") and the Jobs and Equal Opportunity Program approved by the Board of Supervisors require Authority to negotiate in good faith with TIHDI member organizations; and,

WHEREAS, Contractor, a member organization of TIHDI, provides janitorial services that increase economic opportunities for economically-disadvantaged people and people with disabilities; and,

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by Authority as set forth under this Contract;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco ("City"). Charges will accrue only after prior written authorization certified by the Controller, and the amount of the Authority's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

Authority has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Authority budget decisions are subject to the discretion of the Mayor, the Board of Supervisors and the Authority's Board of Directors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be for a month to month term from July 1, 2013 to June 30, 2014. Notwithstanding anything in this Agreement to the contrary, either party, in its sole discretion, may terminate this Agreement for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party.

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Calculation of Charges / Scope of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation

Compensation shall be made in monthly payments on or before the tenth day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Island Operations, in his or her sole discretion, concludes has been performed as of the final day of the immediately preceding month. In no event shall the amount of this Agreement exceed One Hundred and Thirty Thousand Dollars ($130,000). The breakdown of costs associated with this Agreement appears in Appendix A, "Calculation of Charges / Scope of Services," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor

and approved by the Authority as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs

a. The Authority's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by Authority to Contractor shall be subject to audit by the Authority.

Payment shall be made by Authority to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City and/or the Authority for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City and/or the Authority for a civil penalty of up to $10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City or the Authority if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City or the Authority a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City or the Authority; (c) conspires to defraud the City or the Authority by getting a false claim allowed or paid by the City; or the Authority; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City or the Authority; or (e) is a beneficiary of an inadvertent submission of a false claim to the City or the Authority, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City or Authority within a reasonable time after discovery of the false claim.

9. Disallowance – Left blank by agreement of the parties

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of Authority property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the Authority to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the Authority to enable the Authority to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by Authority and in such case must be replaced by Contractor without delay.

12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with Authority's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Authority's

request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment

Authority shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Authority.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by Authority under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with Authority, nor be entitled to participate in any plans, arrangements, or distributions by Authority pertaining to or in connection with any retirement, health or other benefits that Authority may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Authority and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from Authority shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. Authority does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses.

Should Authority, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). Authority shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for Authority, upon notification of such fact by Authority, Contractor shall promptly remit such amount due or arrange with Authority to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of Authority. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in Authority's financial liability so that Authority's total

expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations; and

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the US Navy, the Treasure Island Development Authority, and the City and County of San Francisco, their Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Authority and the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the Authority address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in

such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Authority receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Authority may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by Authority shall not relieve or decrease the liability of Contractor hereunder.

16. Indemnification

Contractor shall indemnify and save harmless Authority and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by Authority or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Authority, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Authority and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any claims against the Authority.

In addition to Contractor's obligation to indemnify Authority, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Authority and continues at all times thereafter.

Contractor shall indemnify and hold Authority harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Authority, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Authority may have under applicable law.

18. Liability of Authority

AUTHORITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL AUTHORITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Liquidated Damages

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of Five Hundred Dollars ($500) per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that Authority will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. Authority may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Contractor's failure to deliver to Authority within the time fixed or such extensions of time permitted in writing by the Authority..

20. Default; Remedies

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

8. Submitting false claims
10. Taxes
15. Insurance
24. Proprietary or confidential information of City
30. Assignment
37. Drug-free workplace policy,
53. Compliance with laws
55. Supervision of minors
57. Protection of private information
58. Graffiti removal

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, Authority shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, Authority shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to Authority on demand all costs and expenses incurred by Authority in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Authority shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between Authority and Contractor all damages, losses, costs or expenses incurred by Authority as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Authority shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by Authority and to minimize the liability of Contractor and Authority to third parties as a result of termination. All such actions shall be subject to the prior approval of Authority. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by Authority.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At Authority's direction, assigning to Authority any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, Authority shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that Authority designates to be completed prior to the date of termination specified by Authority.

(7) Taking such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which Authority has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to Authority an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work Authority directed Contractor to perform prior to the specified termination date, for which services or work Authority has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of Authority, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the Authority or otherwise disposed of as directed by the Authority.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to Authority, and any other appropriate credits to Authority against the cost of the services or other work.

d. In no event shall Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, Authority may deduct: (1) all payments previously made by Authority for work or other services covered by Contractor's final invoice; (2) any claim which Authority may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Authority, the cost of any service or

other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and Authority's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. Authority's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

8. Submitting false claims
9. Disallowance
10. Taxes
11. Payment does not imply acceptance of work
13. Responsibility for equipment
14. Independent Contractor; Payment of Taxes and Other Expenses
15. Insurance
16. Indemnification
17. Incidental and Consequential Damages
18. Liability of City
24. Proprietary or confidential information of City
26. Ownership of Results
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48. Modification of Agreement.
49. Administrative Remedy for Agreement Interpretation.
50. Agreement Made in California; Venue
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52. Entire Agreement
56. Severability
57. Protection of private information

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to Authority, and deliver in the manner, at the times, and to the extent, if any, directed by Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to Authority. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of Authority

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Authority. Contractor agrees that all information disclosed by Authority to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: **Treasure Island Development Authority**
One Avenue of the Palms
Treasure Island
San Francisco, CA. 94130
Attn: Mirian Saez, Director of Island Operations
Fax: (415) 274-0299

To Contractor: **Toolworks, Inc.**
25 Kearny Street, Suite 400
San Francisco, CA. 94108
Attn: Steven Crabiel, Executive Director
FAX (415)733-0991

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to Authority. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the Authority, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the

Authority, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the Authority, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon Authority by this Section.

29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by Authority in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by Authority by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after

Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle Authority, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

(1) Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to Authority upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City or the Authority.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the

San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between Authority and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that

person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the Authority to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, the board of a state agency on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide Authority the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The

minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, Authority may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. Authority is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the Authority's consideration for this Agreement. The Authority in its sole discretion shall determine whether such a breach has occurred. The Authority and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the Authority and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City and the Authority shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City and the Authority shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City or the Authority.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission..

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. Authority shall notify Contractor if such a breach has occurred. If, within 30 days after receiving Authority's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City and Authority shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City or Authority.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City and Authority may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City or Authority has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City or Authority with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City and Authority in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City and Authority with access to records pertaining to compliance with HCAO after receiving a written request from Authority to do so and being provided at least ten business days to respond.

k. Contractor shall allow City and Authority to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City and Authority may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City and/or Authority when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City or Authority to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City or Authority to be equal to or greater than $75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified

economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Contractor agrees:

(1) To be liable to the City and/or the Authority for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the Authority's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the Authority, City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the Authority and City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the Authority and City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City and Authority suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year.

Therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City and/or the Authority by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City and/or the Authority is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's and Authority's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City and the Authority may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City or Authority contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-

treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Supervision of Minors – Left blank by agreement of the parties

56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City and Authority's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City and Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City and Authority will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City and Authority because of Contractor's failure to comply with this provision.

60. Slavery Era Disclosure – Left blank by agreement of the Parties.

61. Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

62. Wages and Working Conditions.

Contractor agrees that any person performing labor in the construction of any improvements and any Alterations, which Contractor provides under this agreement, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Contractor shall include, in any contract for construction of such Improvements and Alterations, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Contractor shall require any contractor to provide, and shall deliver to Authority upon request, certified payroll reports with respect to all persons performing labor in the construction of such improvement work or any Alterations to the Premises.

63. Miscellaneous Prevailing Wage Requirements.

Contractor agrees to comply, to the extent required by law, with San Francisco Administrative Code Section 21C et seq. San Francisco Administrative Code Section 21C.1 – Section 21C.7 are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

TREASURE ISLAND DEVELOPMENT AUTHORITY	CONTRACTOR TOOLWORKS, INC.
By: **Mirian Saez, Director of Island Operations** **Treasure Island** Approved as to Form: Dennis J. Herrera City Attorney By: Deputy City Attorney	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off. I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles. STEVEN CRABIEL, EXECUTIVE DIRECTOR, 25 KEARNY STREET, SUITE 400 SAN FRANCISCO, CA 94108 FEIN 94-2493384 PHONE – (415) 733-0330 FAX (415)733-0991 City vendor number: **46565**

Appendix

A: Calculation of Charges and Scope of Services to be provided by Contractor

Appendix A

Calculation of Charges / Scope of Services

Routine janitorial services for the Childcare Facility located at Building 502 and the Administration Building Offices for an amount not to exceed $10,833.33 per month, or $130,000 for the period from July 1, 2013 through June 30, 2014, Contractor will provide the following services and materials:

- Cleaning equipment, materials and supplies
- Soap, toilet paper, hand towels, seat covers for all restrooms and kitchens in all venues with the exception of roll hand towels at the Childcare Facility.
- Uniform soap and paper goods dispensers for all restrooms and kitchens in all venues
- Transport of equipment and personnel

[TOOLWORKS PROFESSIONAL SERVICE AGREEMENT]

Resolution authorizing the Director of Island Operations to execute a Professional Services Agreement with Toolworks, Inc., to provide janitorial services commencing July 1, 2013 and expiring on June 30, 2014 in an amount not to exceed $130,000.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997 (the "Act"), which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968, the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, On February 6, 1998, the Board of Supervisors adopted Resolution No. 43-98 approving the designation of the Authority as a redevelopment agency for Treasure Island and Yerba Buena Island; and,

WHEREAS, The Authority has negotiated and endorsed a proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property (the "Homeless Assistance Agreement") with the Treasure Island Homeless Development Initiative ("TIHDI"), a consortium of California nonprofit corporations organized to utilize the resources of the Base to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, In 2011, the Authority and TIHDI executed the Amended and Restated Base Closure Homeless Assistance Agreement ("Amended Homeless Assistance Agreement") and approved by the Board of Supervisors in Resolution no. 243-11; and,

WHEREAS, Within the Amended Homeless Assistance Agreement is the Jobs and Equal Opportunity Program ("JEOP") which describes job training and employment opportunities for TIHDI's member organizations for formerly homeless and economically disadvantaged San Franciscans; and,

WHEREAS, The Authority wishes to support TIHDI pursuant to the Base Closure Community Redevelopment, Homeless Assistance Act of 1994, and Amended Homeless Assistance Agreement; and,

WHEREAS, Toolworks, Inc. is a California nonprofit corporation and a member organization of TIHDI, and Toolworks, Inc. has represented and warranted that it is qualified to perform the janitorial and other building maintenance services required by the Authority as set forth under the proposed contract; and,

WHEREAS, The Authority's purchasing policy and procedures authorize non-competitive negotiations for contracts in furtherance of the Homeless Assistance Agreement; and,

WHEREAS, Since September 1, 2004, the Authority has contracted with Toolworks, Inc. for janitorial and other building maintenance services on the former Base, and the current contract expires June 30, 2013; and,

WHEREAS, The Authority has negotiated with Toolworks, Inc. to reach agreement on the terms of a new Professional Services Agreement (the "Agreement") in an amount not to exceed One Hundred and Thirty Thousand Dollars ($130,000), which (i) describes the scope of work for the services shown in Appendix A of the Agreement, and (ii) establishes the term of the Agreement for a month-to-month period commencing July 1, 2013 and expiring on June 30, 2014; now, therefore be it

RESOLVED, That the Authority hereby authorizes the Director of Island Operations or her designee to execute the month-to-month Agreement with Toolworks effective July 1, 2013, and expiring on June 30, 2014, for an amount not to exceed One Hundred and Thirty Thousand Dollars ($130,000), in substantially the form attached hereto as Exhibit A; and be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations or her designee to enter into any additions, amendments or other modifications to the Agreement that the Director of Island Operations or her designee determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Agreement, such determination to be conclusively evidenced by the

execution and delivery by the Director of Island Operations or her designee of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 12, 2013.

_____

Larry Del Carlo, Secretary

7f.

AGENDA ITEM 7f
Treasure Island Development Authority
City and County of San Francisco
Meeting of June 12, 2013

Subject: Resolution Retroactively Approving and Authorizing the Execution of a Sublease No. 697 with the LIFE LEARNING ACADEMY, INC. a California non-profit corporation for Building 229 – 651 8th Street, Treasure Island, San Francisco, CA.

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: 415-274-3365

BACKGROUND

Since 1998, The Delancey Street Foundation, a California non-profit corporation ("Delancey Street") has leased Building 229 and the adjacent outdoor space from the Treasure Island Development Authority (the "Authority") for the operation of the Life Learning Academy, a San Francisco Unified School District ("SFUSD") charter high school. The Life Learning Academy is a diploma-granting SFUSD charter school designed to serve 60 at-risk high-school aged youths. In addition to general academic subjects, like math, science and language arts, the school provides culinary training and the opportunity to learn organic gardening.

Delancey Street and Life Learning Academy are now requesting that, as of July 1, 2013 the building lease be transferred from the Delancey Street Foundation to the new non-profit corporation called the Life Learning Academy.

The Delancey Street Foundation Board of Directors and SFUSD have approved Life Learning Academy operating as an independent non-profit corporation. It is common practice for Delancey Street replication projects, like Life Learning Academy, to organize as separate non-profit entities after operating successfully for many years. The use of Building 229 and adjacent spaces will continue to be solely used for the operation of the Life Learning Academy High School. All existing Life Learning administrators and teachers will continue in their current positions.

Under the proposed Sublease, the Life Learning Academy is requesting a new month-to-month term commencing on July 1, 2013 and expiring November 30, 2014 for Parcel A: approximately 20,723 square feet of classroom and office space; and Parcel B: approximately 30,000 square feet of unpaved land located adjacent to Building 229, Treasure Island.

SUBLEASE TERMS AND CONDITIONS

The Life Learning Academy will sign the Authority's standard form Sublease document. The salient terms and conditions of the proposed Sublease include the following:

Premises	Parcel A: approximately 20,723 square feet of classroom and office space located at Building 229; and Parcel B: approximately 30,000 square feet of unpaved land located adjacent to Building 229, including the improvements thereon, on Treasure Island, San Francisco, California, as more particularly shown on Exhibit B, attached hereto.
Location:	Building 229
Commencement Date:	July 1, 2013
Lease Expiration Date:	November 30, 2014
Lease Term:	Month-to-Month
Base Rent:	Base Rent is waived. Commencing July 1, 2014, Subtenant will pay, as an Assessment, Seven Hundred and Sixty Five Dollars ($765.00) per month as Subtenant's contribution for expenses paid or incurred by Sublandlord in connection with the ownership, operation, maintenance, repair and management of the common areas, including but not limited to the streets, sidewalks, walkways, driveways, curbs, lighting systems and security services, throughout Treasure Island.
Use:	Operation of a full service charter high school, Life Learning Academy
Security Deposit:	Waived

PROPOSED MONTHLY BASE RENT

Under the Authority's Interim Subleasing Policy, the Minimum Rental Rate Schedule sets ranges of minimum sublease rental rates per square foot by type of use and facility for office and industrial space. Authority Staff reviews and analyzes available commercial data including market comparables of properties similarly situated to the Authority properties and evaluates the Authority transactions over the past 12 months to establish fair market value. The Authority Board last approved the Minimum Rental Rate Schedule on August 8, 2012.

The Subleasing Policy has established a Minimum Rental Rate of $0.05 PSF for use of unpaved land as industrial yards, and $0.50 PSF for Building 229. Life Learning Academy has requested a Sublease that would allow them to maintain and utilize the Premises as a charter high school. Given the community benefits associated with the Life Learning Academy, Life Learning Academy will be provided space on Treasure Island at no base rent, subject to the condition that Life Learning Academy will assume all responsibility for maintenance and repairs, and commencing July 1, 2014, Life Learning Academy will participate in the contribution for expenses paid or incurred by the Authority in connection with the ownership, operation, maintenance, repair and management of the common areas, including but not limited to the streets, sidewalks, walkways, driveways, curbs, lighting systems and security services, throughout Treasure Island.

FINANCIAL IMPACT

Neither revenue, nor capital expenditures were budgeted for this facility for FY 2013-2014. This transaction will have no impact on the FY 2013-2014 budget.

RECOMMENDATION

The Authority Staff recommends that the Authority Board of Directors approve the proposed Sublease with the Life Learning Academy, Inc., a California non-profit corporation, and authorize the Director of Island Operations or her designee to execute said Sublease for Parcel A: approximately 20,723 square feet of classroom and office space; and Parcel B: approximately 30,000 square feet of unpaved land located adjacent to Building 229, Treasure Island, for a month-to-month term and subject to the additional terms and conditions set forth above.

EXHIBIT

EXHIBIT A – Sublease between the Treasure Island Development Authority and Life Learning Academy, Inc., a California non-profit corporation

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Mirian Saez, Director of Island Operations

SUBLEASE No. 697

between

TREASURE ISLAND DEVELOPMENT AUTHORITY

as Sublandlord

and

LIFE LEARNING ACADEMY, INC
a California non-profit corporation

as Subtenant

For the Sublease of

Building 229
651 8th Street

Treasure Island Naval Station
San Francisco, California

July 1, 2013

TREASURE ISLAND SUBLEASE

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EXHIBIT E – Utilities
EXHIBIT F – TIHDI Work Force Hiring Plan

TREASURE ISLAND SUBLEASE

THIS SUBLEASE (the "Sublease"), dated for reference purposes only as of July 1, 2013, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit public benefit corporation ("Sublandlord"), and LIFE LEARNING ACADEMY, INC. a California non-profit corporation ("Subtenant"). From time to time, Sublandlord and Subtenant together shall be referred to herein as the "Parties".

This Sublease is made with reference to the following facts and circumstances:

A. The United States of America, acting by and through the Department of Navy ("Master Landlord") and Sublandlord entered into a lease dated November 19, 1998, as amended from time to time (the "Master Lease"), a copy of which is attached hereto as Exhibit A. Under the Master Lease, the Master Landlord leased to Sublandlord certain real property located on Treasure Island Naval Station (the "Property"), as more particularly described in the Master Lease.

B. Sublandlord and Subtenant are parties to Sublease No. 32 dated as of December 1, 2007, as amended by the First Amendment to Sublease dated as of December 1, 2009 (collectively, the "Original Sublease"), for space located at Building 229, Treasure Island, San Francisco, California as more particularly described in the original sublease (the "Original Premises"). Subtenant desires to continue to sublease the Original Premises from Sublandlord and Sublandlord is willing to sublet to Subtenant the Original Premises on the terms and conditions contained in this Sublease. The Original Sublease will terminate as of the Commencement Date described below.

NOW THEREFORE, Sublandlord and Subtenant hereby agree as follows:

1. BASIC SUBLEASE INFORMATION

The following is a summary of basic sublease information (the "Basic Sublease Information"). Each item below shall be deemed to incorporate all of the terms of this Sublease pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Sublease, the more specific provision shall control.

Sublease Reference Date:	July 1, 2013
Sublandlord:	TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit public benefit corporation

Subtenant:	LIFE LEARNING ACADEMY, INC. a California non-profit corporation
Subleased Premises (Section 2.1):	Parcel A: approximately Twenty Thousand Seven Hundred and Twenty Three (20,723) square feet of classroom and office space located at Building 229; and Parcel B: approximately Thirty Thousand (30,000) square feet of unpaved land located adjacent to Building 229, including the improvements thereon, on Treasure Island, San Francisco, California, as more particularly shown on Exhibit B, attached hereto.
Facility:	Building 229
Term: (Section 4.1):	Commencement date: July 1, 2013 Expiration date: November 30, 2014 Notwithstanding anything in this Sublease to the contrary, either Sublandlord or Subtenant, in its sole discretion, may terminate this Sublease for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party.
Base Rent (Section 5.1):	Base Rent is waived. Commencing July 1, 2014, Subtenant will pay, as Additional Charges, Seven Hundred and Sixty Five Dollars ($765.00) per month as Subtenant's contribution for expenses paid or incurred by Sublandlord in connection with the ownership, operation, maintenance, repair and management of the common areas, including but not limited to the streets, sidewalks, walkways, driveways, curbs, lighting systems and security services, throughout Treasure Island.
Rent Adjustment Date(s) (Section 5.2):	Not applicable
Rent Increase Percentage (Section 5.2):	Not applicable

Use (Section 7.1):	Operation of a full service charter high school, Life Learning Academy.
Repair Amount (Section 13.1):	Ten Thousand Dollars ($10,000)
Security Deposit (Section 19.3):	Waived
Notice Address of Sublandlord (Section 21.1):	Treasure Island Development Authority Treasure Island Project Office One Avenue of Palms Building 1, 2nd Floor Treasure Island San Francisco, CA 94130 Attn: Mirian Saez Director of Island Operations Fax No.: 415-274-0299 with a copy to: Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Attn: Charles Sullivan Fax No.: (415) 554-4755
Notice Address of Subtenant (Section 21.1):	LIFE LEARNING ACADEMY, INC. 600 The Embarcadero San Francisco, CA 94107 Attn: Craig Miller Telephone No. (415) 397-8957 Fax No. (415) 397-9274 Email. cmiller@lifelearningacademysf.org
Notice Address of Master Landlord (Section 21.1):	Department of The Navy Base Realignment and Closure Program Management Office West 1455 Frazee Road, Suite 900 San Diego, CA 92108-4310 Fax #: (619) 532-9858

2. PREMISES

2.1. Subleased Premises. Subject to the terms, covenants and conditions of this Sublease, Sublandlord subleases to Subtenant the Premises. Subtenant shall have the non-exclusive right to use, together with other subtenants in the Facility, the lobbies, corridors, elevators, stairways and other public areas of the Facility and the Property (collectively, the "Common Areas"), and the non-exclusive right of access to and from the Premises by the main entrances to the Facility and the Property.

In the event Subtenant uses or occupies space outside the Premises without the prior written consent of Sublandlord (the "Encroachment Area"), then upon written notice from Sublandlord ("Notice to Vacate"), Subtenant shall immediately vacate such Encroachment Area and pay as additional rent for each day Subtenant used, occupied, uses or occupies such Encroachment Area, an amount equal to the rentable square footage of the Encroachment Area, multiplied by the higher of the (a) highest rental rate then approved by Sublandlord's Board of Directors for the Premises or the Facility, or (b) then current fair market rent for such Encroachment Area, as reasonably determined by Sublandlord (the "Encroachment Area Charge"). If Subtenant uses or occupies such Encroachment Area for a fractional month, then the Encroachment Area Charge for such period shall be prorated based on a thirty (30) day month. In no event shall acceptance by Sublandlord of the Encroachment Area Charge be deemed a consent by Sublandlord to the use or occupancy of the Encroachment Area by Subtenant or a waiver (or be deemed as waiver) by Sublandlord of any and all other rights and remedies of Sublandlord under this Sublease (including Subtenant's obligation to indemnify, defend and hold Sublandlord harmless as set forth in the last paragraph of this Section 2.1), at law or in equity.

In addition to the foregoing amount, Subtenant shall pay to Sublandlord, as additional rent, an amount equaling Two Hundred Dollars ($200.00) upon delivery of the initial Notice to Vacate plus the actual cost associated with a survey of the Encroachment Area. In the event Sublandlord determines during subsequent inspection(s) that Subtenant has failed to vacate the Encroachment Area, then Subtenant shall pay to Sublandlord, as additional rent, an amount equaling Three Hundred Dollars ($300.00) for each additional Notice to Vacate, if applicable, delivered by Sublandlord to Subtenant following each inspection. The parties agree that the charges associated with each inspection of the Encroachment Area, delivery of each Notice to Vacate and survey of the Encroachment Area represent a fair and reasonable estimate of the administrative cost and expense which Sublandlord will incur by reason of Sublandlord's inspection of the Premises, issuance of each Notice to Vacate and survey of the Encroachment Area. Subtenant's failure to comply with the applicable Notice to Vacate and Sublandlord's right to impose the foregoing charges shall be in addition to and not in lieu of any and all other rights and remedies of Sublandlord under this Sublease, at law or in equity. The amounts set forth in this Section 2.1 shall be due within three (3) business days following the applicable Notice to Vacate and/or separate invoice relating to the actual cost associated with a survey of the Encroachment Area.

In addition to the rights and remedies of Sublandlord as set forth in the immediately foregoing two paragraphs of this Section 2.1, the terms and conditions of the indemnity and exculpation provision set forth in Section 16 below shall also apply to Subtenant's use and occupancy of the Encroachment Area as if the Premises originally included the Encroachment Area, and Subtenant shall additionally indemnify, defend and hold Sublandlord harmless from and against any and all loss or liability resulting from delay by Subtenant in so surrendering the Encroachment Area including, without limitation, any loss or liability resulting from any claims against Sublandlord made by any tenant or prospective tenant founded on or resulting from such delay and losses to Sublandlord due to lost opportunities to lease any portion of the Encroachment Area to any such tenant or prospective tenant, together with, in each case, actual attorneys' fees and costs.

By placing their initials below, each party specifically confirms the accuracy of the statements made in this Section 2.1 and the reasonableness of the amount of the charges described in this Section 2.1.

Initials: _____ Sublandlord _____ Subtenant

2.2. As Is Condition of Premises.

(a) Inspection of Premises. Subtenant represents and warrants that Subtenant has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Subtenant's Agents"), of the Premises and the suitability of the Premises for Subtenant's intended use. Subtenant is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses. As part of its inspection of the Premises, Subtenant acknowledges its receipt and review of the Seismic Report referenced in Section 2.2(c) below and the Joint Inspection Report referenced in Section 6 of the Master Lease.

(b) As Is; Disclaimer of Representations. Subtenant acknowledges and agrees that the Premises are being subleased and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties, including without limitation the orders and citations of any regulatory authority with jurisdiction over life and safety issues concerning the Premises governing the use, occupancy, management, operation and possession of the Premises ("Laws"). Without limiting the foregoing, this Sublease is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Subtenant acknowledges and agrees that neither Sublandlord,

the City and County of San Francisco ("City"), nor any of their respective officers, directors, employees, agents, affiliates, subsidiaries, licensees or contractors, or their respective heirs, legal representatives, successors and assigns ("Sublandlord's Agents") have made, and Sublandlord hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, including, without limitation, the matters described in the Seismic Report (as defined below), (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Subtenant's use and permitted under this Sublease, (v) the safety of the Premises, whether for the use by Subtenant or any other person, including Subtenant's Agents or Subtenant's clients, customers, vendors, invitees, guests, members, licensees, assignees or subtenants ("Subtenant's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

(c) **Seismic Report.** Without limiting Section 2.2(b) above, Subtenant expressly acknowledges for itself and Subtenant's Agents that it received and read that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions,*" prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit C. Subtenant has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils of the Property and points out that in the area of the Property where the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event, there is a significant risk that any structures or improvements located on or about the Premises, may fail structurally and collapse.

3. COMPLIANCE WITH MASTER LEASE

3.1. **Incorporation by Reference.** All of the terms and conditions of the Master Lease are hereby incorporated by reference into this Sublease as if fully set forth herein.

3.2. **Performance of Master Landlord's Obligations.** Sublandlord does not assume the obligations of Master Landlord under the Master Lease. With respect to work, services, repairs, restoration, the provision of utilities or HVAC services, or the performance of any other obligations required of Master Landlord under the Master Lease, Sublandlord's sole obligation with respect thereto shall be to request the same, on request in writing by Subtenant, and to use reasonable efforts to obtain the same from Master Landlord. Subtenant shall cooperate with Sublandlord as may be required to obtain from Master Landlord any such work, services, repairs, repainting, restoration, the provision of utilities or HVAC services, or the performance of any of Master Landlord's obligations under the Master Lease.

3.3. **Conflict.** If any of the provisions of this Sublease conflict with any portion of the Master Lease as incorporated herein, then the terms of the Master Lease shall govern.

3.4. **Compliance with Master Lease.** Subtenant shall not do or permit to be done anything which would constitute a violation or a breach of any of the terms, conditions or provisions of the Master Lease or which would cause the Master Lease to be terminated or forfeited by virtue of any rights of termination reserved by or vested in the Master Landlord.

4. TERM

4.1. **Term of Sublease.** The term of this Sublease (the "Term") shall commence on the Commencement Date set forth in the Basic Sublease Information, and expire on the Expiration Date set forth in the Basic Sublease Information, unless sooner terminated pursuant to the terms of this Sublease.

4.2. **Effective Date.** This Sublease shall become effective on the date (the "Effective Date") upon the later of (i) the Parties' execution and delivery of this Sublease, (ii) Sublandlord's Board of Director's approval of this Sublease at a duly noticed meeting, if such approval is required, or (iii) the Commencement Date.

4.3. **Automatic Termination.** If the Master Lease terminates in whole or in part affecting these Premises for any reason whatsoever, this Sublease shall automatically terminate and the Parties shall thereafter be relieved from all liabilities and obligations under this Sublease, except for liabilities and obligations which expressly survive termination of this Sublease. Subtenant acknowledges and agrees that it has reviewed the Master Lease, is aware of the circumstances upon which the Master Lease may be terminated and hereby assumes all risks associated with the automatic termination of this Sublease because of the termination of the Master Lease.

4.4. **Termination.** As set forth in the Basic Sublease Information (Term), either Sublandlord or Subtenant, each in their sole discretion, may terminate this Sublease for any reason without liability or expense upon delivery of not less than thirty (30) days' prior written notice to the other party. Subtenant agrees and shall be required to surrender possession of the Premises by the end of such thirty (30) day period.

4.5. **No Relocation Assistance; Waiver of Claims.** Subtenant acknowledges that Subtenant has previously been informed that the Property subject to this Sublease is part of an area that is proposed for redevelopment and that this Sublease may be terminated by Sublandlord or Subtenant may be required to move from the Property to accommodate the redevelopment project. Subtenant acknowledges that, if this Sublease is terminated or Subtenant is asked to move, it will not be a displaced person as that term is defined under the California Government Code Section 7260 et seq. ("California Relocation Act") and the Uniform Relocation Assistance

and Real Property Policies Act, 42 U.S. C. 4601 et seq. ("URA"), and that Subtenant will not be entitled to any relocation benefits provided under the California Relocation Act and the URA, including any moving expenses, reimbursement for costs associated with increased rent, loss of goodwill or other costs related to the termination of Subtenant's Lease and Subtenant's relocation from the Premises. Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims against, and covenants not to sue, Sublandlord, its departments, commissions, officers, directors and employees, agents, contractors and successors and assigns and all persons acting by, through or under each of them, under any laws, including, without limitation, any and all claims for relocation benefits or assistance from Sublandlord under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260, et seq., and the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. 4601, et seq.).

Initials: _____Subtenant

5. RENT

5.1. Base Rent. Throughout the Term, beginning on the Commencement Date, Subtenant shall pay to Sublandlord Base Rent in the amount set forth in the Basic Sublease Information. Base Rent shall be paid to Sublandlord without prior demand and without any deduction, setoff, or counterclaim whatsoever. Base Rent shall be payable on or before the first day of each month, in advance, at the Notice Address of Sublandlord provided in Section 21.1 hereof or such other place as Sublandlord may designate in writing. If the Commencement Date occurs on a date other than the first day of a calendar month, or the Sublease terminates on a day other than the last day of a calendar month, then the monthly payment of Base Rent for such fractional month shall be prorated based on a thirty (30) day month.

5.2. Adjustments in Base Rent. If this Sublease has not been terminated, then on each Rent Adjustment Date set forth in the Basic Sublease Information, the Base Rent shall be increased by the Rent Increase Percentage set forth in the Basic Lease Information.

5.3. Additional Charges. In addition to Base Rent, Subtenant shall pay all other charges related to the Premises otherwise payable by Subtenant to Sublandlord hereunder, including, without limitation, all late charges and default interest attributable to late payments and/or defaults of Subtenant hereunder, all utility charges, and any amounts other than Base Rent that shall become due and payable by Subtenant under this Sublease (together, the "Additional Charges"). Together, Base Rent and Additional Charges shall hereinafter be referred to as the "Rent".

5.4. Late Charge. If Subtenant fails to pay any Rent within ten (10) days after the date the same is due and payable, such unpaid amount will be subject to a late payment charge equal to six percent (6%) of the unpaid amount in each instance. The late payment charge has been agreed upon by Sublandlord and Subtenant, after negotiation, as a reasonable estimate of the

additional administrative costs and detriment that Sublandlord will incur as a result of any such failure by Subtenant, the actual costs thereof being extremely difficult if not impossible to determine. The late payment charge constitutes liquidated damages to compensate Sublandlord for its damages resulting from such failure to pay and Subtenant shall promptly pay such charge to Sublandlord together with such unpaid amount.

5.5. **Default Interest**. If any Rent is not paid within ten (10) days following the due date, such unpaid amount shall bear interest from the due date until paid at the rate of ten percent (10%) per year. However, interest shall not be payable on late charges incurred by Subtenant nor on any amounts on which late charges are paid by Subtenant to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Subtenant.

6. TAXES, ASSESSMENTS AND OTHER EXPENSES

6.1. **Taxes and Assessments, Licenses, Permit Fees and Liens.**

(a) **Payment Responsibility**. Subtenant shall pay any and all real and personal property taxes, including, but not limited to, possessory interest taxes, general and special assessments, excises, licenses, permit fees and other charges and impositions of every description levied on or assessed against the Premises, any Alterations, Subtenant's Personal Property, or Subtenant's use of the Premises or any Alterations during the Term. Subtenant shall make all such payments directly to the charging authority when due and payable and at least ten (10) days prior to delinquency. However, with respect to real property taxes and assessments levied on or assessed against the Premises for which Sublandlord receives the tax bill directly from the taxing authority, Subtenant shall reimburse Sublandlord for payment of such sums immediately upon demand.

(b) **Taxability of Possessory Interest.** Without limiting the foregoing, Subtenant recognizes and agrees that this Sublease may create a possessory interest subject to property taxation and that Subtenant may be subject to the payment of property taxes levied on such interest.

(c) **No Liens**. Subtenant shall not allow or suffer a lien for any taxes payable by Subtenant hereunder to be imposed upon the Premises or upon any equipment or other property located thereon without discharging the same as soon as practicable, and in no event subsequent to delinquency.

(d) **Reporting Information**. Subtenant agrees to provide such information as Sublandlord may request to enable Sublandlord to comply with any possessory interest tax reporting requirements applicable to this Sublease.

6.2. **Evidence of Payment**. Subtenant shall, upon Sublandlord's request, furnish to Sublandlord within ten (10) days after the date when any charges are due and payable, official

receipts of the appropriate taxing authority or other evidence reasonably satisfactory to Sublandlord, evidencing payment thereof.

7. USE; COVENANTS TO PROTECT PREMISES

7.1. **Subtenant's Permitted Use**. Subtenant may use the Premises for the Permitted Use set forth in the Basic Sublease Information, but for no other purpose without the prior written consent of Sublandlord, which consent may be given or withheld in Sublandlord's sole and absolute discretion.

7.2. **Subtenant's Access to the Premises**. As provided in Section 30 of the Master Lease, Subtenant shall have access to the Premises on a 24-hours per day, seven days a week basis; provided, however, Subtenant shall coordinate such access with the local representative of Master Landlord.

7.3. **Rules and Regulations**. Subtenant agrees to adhere to all rules and regulations regarding the Premises attached hereto as Exhibit D, and any additional rules regarding security, ingress, egress, safety and sanitation applicable to the Premises or the Property, as such rules and regulations may be prescribed by Master Landlord or Sublandlord from time to time.

7.4. **Easements**. This Sublease shall be subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in, and upon the Premises or any portion thereof, and to the right of Master Landlord to grant such additional easements and rights-of-way over, across, in and upon the Premises as Master Landlord shall determine to be in the public interest ("Additional Easements"); provided that, as provided in Section 29 of the Master Lease, Master Landlord shall use its best efforts to minimize any interference with Subtenant's operations hereunder caused by the granting of any such Additional Easements and the granting of such Additional Easements shall be conditioned on the assumption by the grantee thereof of liability to Subtenant for such damages as Subtenant shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such Additional Easements as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located thereon, and to any federal, state or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Premises as shall be necessary for the performance of their duties with regard to such facilities.

7.5. **No Interference with Navy Operations**. Subtenant shall not conduct operations, nor make any Alterations (as defined below), that would interfere with or otherwise restrict Master Landlord's operations or environmental clean-up or restoration actions by the Master Landlord, Sublandlord, the Environmental Protection Agency, the State of California or their contractors. Environmental clean-up, restoration or testing activities by these Parties shall take priority over Subtenant's use of the Premises in the event of any conflict; provided, however, in such event,

Master Landlord and Sublandlord shall use their best efforts to minimize any disruption of Subtenant's operation.

7.6. **No Unlawful Uses, Nuisances or Waste**. Without limiting the foregoing, Subtenant shall not use, occupy or permit the use or occupancy of any of the Premises in any unlawful manner or for any illegal purpose, or permit any offensive, noisy or hazardous use or any waste on or about the Premises. Subtenant shall eliminate any nuisances or hazards relating to its activities on or about the Premises. Subtenant shall not conduct any business, place any sales display, or advertise in any manner in areas on or about the Property outside of the Premises.

8. ALTERATIONS

8.1. **Alterations**. Subtenant shall not construct, install, make or permit to be made any alterations, installations or additions ("Alterations") in, to or about the Premises, without Sublandlord's prior written consent in each instance, which consent may given or withheld in Sublandlord's sole and absolute discretion. Subject to Sublandlord's consent as provided above, any Alterations shall be done at Subtenant's sole expense (i) in strict accordance with plans and specifications approved in advance by Sublandlord in writing, (ii) by duly licensed and bonded contractors or mechanics approved by Sublandlord, (iii) in a good and professional manner, (iv) in strict compliance with all Laws, and (v) subject to all other conditions that Sublandlord may reasonably impose. In no event shall the construction, installation or the making of any Alterations impair the use or operation of the Property, or any portion thereof, or Sublandlord's or Master Landlord's access thereto. Prior to the commencement of any work on the Premises to construct any Alterations, Subtenant, at its sole expense, shall procure all required permits and approvals and shall promptly upon receipt deliver copies of all such documents to Sublandlord. No material change from the plans and specifications for any Alterations approved by Sublandlord may be made without Sublandlord's prior consent. Sublandlord and Sublandlord's Agents shall have the right to inspect the course of construction on the Premises at all times.

(a) **Asbestos-Containing Materials**. Without limiting Section 25.2 (No Hazardous Materials) below, in the event that asbestos-containing materials ("ACM") are determined to exist in or about the Premises, Subtenant shall ensure that all Alterations and any asbestos related work, as defined in California Health & Safety Code Section 25914.1(b), is performed in compliance with all laws relating to asbestos, including but not limited to California Occupational Safety and Health (OSHA) regulations found in Title 8 of the California Code of Regulations, Sections 1502 and 1529. Additionally, Subtenant shall distribute notifications to all employees and contractors as required pursuant to California Health & Safety Code Section 25915 et seq. informing them of the existence of ACM and that moving, drilling, boring, or otherwise disturbing ACM may present a health risk and should not be attempted by an unqualified employee. No Alterations affecting ACM-containing areas or any asbestos related work shall be performed without Sublandlord's prior written consent in each instance.

(b) **Subtenant's Improvements or Alterations that Disturb or Remove Lead Based**

Paint. Subtenant shall comply with all requirements of the San Francisco Building Code, Section 3407, and all other applicable present or future federal, state, local and administrative laws, rules, regulations, orders and other governmental requirements, the requirements of any board of fire underwriters or other similar body, any directive or occupancy certificate issued pursuant to any law by any public officer or officers acting in their regulatory capacity (collectively, "Laws"), including, without limitation, the California and United States Occupational Health and Safety Acts and their implementing regulations, when the work of improvement or alteration disturbs or removes exterior lead-based or "presumed" lead-based paint (as defined below). Subtenant shall give to Sublandlord three (3) business days prior written notice of any disturbance or removal of exterior lead-based or presumed lead-based paint. Further, Subtenant, when disturbing or removing exterior lead-based or presumed lead-based paint, shall not use or cause to be used any of the following methods: (a) acetylene or propane burning and torching; (b) scraping, sanding or grinding without containment barriers or a High Efficiency Particulate Air filter ("HEPA") local vacuum exhaust tool; (c) hydroblasting or high pressure wash without containment barriers; (d) abrasive blasting or sandblasting without containment barriers or a HEPA vacuum exhaust tool; and (e) heat guns operating above 1,100 degrees Fahrenheit. Paint on the exterior of buildings built before December 31, 1978, is presumed to be lead-based paint unless lead-based paint testing, as defined in Section 3407 of the San Francisco Building Code, demonstrates an absence of lead-based paint on the exterior surfaces of such buildings. Under this Section, lead based paint is "disturbed or removed" if the work of improvement or alteration involves any action that creates friction, pressure, heat or a chemical reaction upon any lead-based or presumed lead-based paint on an exterior surface so as to abrade, loosen, penetrate, cut through or eliminate paint from that surface. Notice to Sublandlord under this sublease shall not constitute notice to the City's Department of Building Inspection required under Section 3407 of the San Francisco Building Code.

8.2. **Historic Properties.** Without limiting the generality of the foregoing, Subtenant acknowledges and agrees that, pursuant to Section 15 of the Master Lease, no Alterations may be made to any improvements on the Premises (i) which will affect the historic characteristics of the improvements or modify the appearance of the exterior of the improvements without Master Landlord's and Sublandlord's prior written consent, or (ii) if such Alterations would preclude qualifying the improvements for inclusion on the National Register for Historic Places.

8.3. **Ownership of Alterations**. Any Alterations constructed on or affixed to the Premises by or on behalf of Subtenant pursuant to the terms and limitations of this Section 8 shall be and remain Subtenant's property during the Term. Upon the termination of this Sublease, Subtenant shall remove all such Alterations from the Premises in accordance with the provisions of Section 19 hereof, unless Sublandlord, at its sole option and without limiting any of the provisions of Section 8.1 above, requires that such Alterations remain on the Premises following the expiration or termination of this Sublease.

8.4. **Subtenant's Personal Property**. All furniture, furnishings and articles of movable personal property and equipment used upon or installed in the Premises by or for the account of

Subtenant that can be removed without structural or other material damage to the Premises (all of which are herein called "Subtenant's Personal Property") shall be and remain the property of Subtenant and shall be removed by Subtenant, subject to the provisions of Section 19 hereof. Subtenant shall be solely responsible for providing any security or other protection of or maintenance to Subtenant's Personal Property.

8.5. Sublandlord's Alterations. Sublandlord reserves the right at any time to make alterations, additions, repairs, deletions or improvements to the common areas or any other part of the improvements on the Premises; provided, that any such alterations or additions shall not materially adversely affect the functional utilization of the Premises for the purposes stated herein.

9. REPAIRS AND MAINTENANCE

9.1. Subtenant Responsible for Maintenance and Repair. Subtenant assumes full and sole responsibility for the condition, operation, repair and maintenance and management of the Premises from and after the Commencement Date and shall keep the Premises in good condition and repair. Sublandlord shall not be responsible for the performance of any repairs, changes or alterations to the Premises, nor shall Sublandlord be liable for any portion of the cost thereof. Subtenant shall make all repairs and replacements, interior and exterior, structural as well as non-structural, ordinary as well as extraordinary, foreseen and unforeseen, which may be necessary to maintain the Premises at all times in a clean, safe, attractive and sanitary condition and in good order and repair, to Sublandlord's and Master Landlord's reasonable satisfaction, provided, however, that neither Subtenant nor Sublandlord shall be required to make structural repairs or Alterations to correct conditions affecting the Premises existing prior to the Commencement Date. If any portion of the Premises is damaged by any activities conducted by Subtenant or Subtenant's Agents or Subtenant's Invitees hereunder, Subtenant shall immediately, at its sole cost, repair all such damage and restore the Premises to its previous condition.

9.2. Utilities. Sublandlord shall provide the basic utilities and services described in the attached Exhibit E (the "Standard Utilities and Services") to the Premises, subject to the terms and conditions contained therein. Subtenant shall be responsible for furnishing, at its sole cost, any utilities or services other than or in excess of the Standard Utilities and Services that Subtenant may need for its use of the Premises. Subtenant shall pay, without set off or counterclaim, all amounts due and owing for such Standard Utilities and Services at the rates provided in and as otherwise set forth in Exhibit E.

9.3. Landscaping. Subtenant shall maintain the exterior landscaping of the Premises in good condition and repair.

9.4. Janitorial Services. Subtenant shall provide all janitorial services for the Premises.

9.5. Pest Control. Subtenant shall provide and pay for all pest control services required

within the Premises, and shall keep the Premises free of all pests at all times.

9.6. Trash. Subtenant shall deposit all trash into designated containers in the Premises in compliance with the Rules and Regulations attached hereto as Exhibit D. Subtenant shall pay for the removal of trash from the designated containers. Subtenant shall abide by all rules established by Sublandlord or Master Landlord for the handling of trash.

9.7. **No Right to Repair and Deduct**. Subtenant expressly waives the benefit of any existing or future Laws or judicial or administrative decision that would otherwise permit Subtenant to make repairs or replacements at Sublandlord's expense, or to terminate this Sublease because of Sublandlord's failure to keep the Premises or any part thereof in good order, condition or repair, or to abate or reduce any of Subtenant's obligations hereunder on account of the Premises or any part thereof being in need of repair or replacement. Without limiting the foregoing, Subtenant expressly waives the provisions of California Civil Code Sections 1932, 1941 and 1942 or any similar Laws with respect to any right of Subtenant to terminate this Sublease and with respect to any obligations of Sublandlord hereunder or any right of Subtenant to make repairs or replacements and deduct the cost thereof from Rent.

10. LIENS

10.1. Liens. Subtenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Subtenant. In the event Subtenant does not, within five (5) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Sublandlord shall have in addition to all other remedies provided herein and by law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by Sublandlord and all expenses it incurs in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to Sublandlord by Subtenant upon demand. Sublandlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Sublandlord deems proper for its protection and protection of the Premises from mechanics' and materialmen's liens. Subtenant shall give Sublandlord at least fifteen (15) days' prior written notice of the commencement of any repair or construction on any of the Premises.

11. COMPLIANCE WITH LAWS

11.1. Compliance with Laws. Subtenant shall promptly, at its sole expense, maintain the Premises and Subtenant's use and operations thereon in strict compliance at all times with all present and future Laws, whether foreseen or unforeseen, ordinary as well as extraordinary; provided, however Subtenant shall not be required to make repairs or structural changes to the Premises required solely to correct conditions affecting the Premises existing prior to the Commencement Date or not related to Subtenant's use of the Premises, unless the requirement for such changes is imposed as a result of any Alterations made or requested to be made by

Subtenant. Such Laws shall include, without limitation, all Laws relating to health and safety and disabled accessibility including, without limitation, the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq. and Title 24 of the California Code of Regulations, all present and future Environmental Laws (as defined in this Sublease below), and all applicable provisions of the San Francisco Environment Code. No occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, and however extraordinary, shall give Subtenant any right to seek redress against Sublandlord for failing to comply with any Laws. Subtenant waives any rights now or hereafter conferred upon it by any existing or future Law to compel Sublandlord to make any repairs to comply with any such Laws, on account of any such occurrence or situation.

11.2. Regulatory Approvals; Responsible Party.

Subtenant understands and agrees that Subtenant's use of the Premises and construction of any Alterations permitted hereunder may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Subtenant shall be solely responsible for obtaining any and all such regulatory approvals, including without limitation, any liquor permits or approvals. Subtenant shall not seek any regulatory approval without first obtaining the written consent of Sublandlord. Subtenant shall bear all costs associated with applying for, obtaining and maintaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Any fines or penalties levied as a result of Subtenant's failure to comply with the terms and conditions of any regulatory approval shall be immediately paid and discharged by Subtenant, and Sublandlord shall have no liability, monetary or otherwise, for any such fines or penalties. Subtenant shall indemnify, protect, defend and hold harmless forever ("Indemnify") Sublandlord, City and Master Landlord, including, but not limited to, all of their respective officers, directors, employees, agents, affiliates, subsidiaries, licensees, contractors, boards, commissions, departments, agencies and other subdivisions and each of the persons acting by, through or under each of them, and their respective heirs, legal representatives, successors and assigns, and each of them (the "Indemnified Parties"), against any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") arising in connection with Subtenant's failure to obtain or comply with the terms and conditions of any regulatory approval.

11.3. Compliance with Sublandlord's Risk Management Requirements. Subtenant shall not do anything, or permit anything to be done, in or about the Premises or to any Alterations permitted hereunder that would create any unusual fire risk, and shall take commercially reasonable steps to protect Sublandlord from any potential premises liability. Subtenant shall faithfully observe, at its expense, any and all reasonable requirements of Sublandlord's Risk Manager with respect thereto and with the requirements of any policies of commercial general liability, all risk property or other policies of insurance at any time in force with respect to the Premises and any Alterations as required hereunder.

12. ENCUMBRANCES

Notwithstanding anything to the contrary contained in this Sublease, Subtenant shall not under any circumstances whatsoever create any mortgage, deed of trust, assignment of rents, fixture filing, security agreement, or similar security instrument, or other lien or encumbrance or assignment or pledge of an asset as security in any manner against the Premises or Sublandlord's or Subtenant's interest under this Sublease.

13. DAMAGE OR DESTRUCTION

13.1. Damage or Destruction to the Premises. In the case of damage to or destruction of the Premises by earthquake, fire, flood or any other casualty, which (i) is not caused by Subtenant or Subtenant's Agents or Subtenant's Invitees, (ii) is not covered by the insurance described in Section 17 below, (iii) prevents Subtenant from operating the Premises for the purposes stated herein, and (iv) costs more to repair than the Repair amount set forth in the Basic Lease Information, either party may terminate this Sublease upon thirty (30) days prior written notice and upon any such termination Subtenant shall surrender the Premises in accordance with Section 19 (except for damage caused by a casualty pursuant to which this Sublease may be terminated under this Section 13.1) and both Parties shall be relieved of any liability for such termination or for repairing such damage. If neither Party terminates this Sublease as provided in this Section 13.1, then Subtenant shall, at its sole cost, promptly restore, repair, replace or rebuild the Premises to the condition the Premises were in prior to such damage or destruction, subject to any Alterations made in strict accordance with the requirements of Section 8.1 above. Under no circumstances shall Sublandlord have any obligation to repair, replace or rebuild the Premises in the event of a casualty.

13.2. No Abatement in Rent. In the event of any damage or destruction to the Premises, and if neither party terminates this Sublease as provided in Section 13.1 above, there shall be no abatement in the Rent payable hereunder.

13.3. Waiver. The Parties understand and agree that the foregoing provisions of this Section are intended to govern fully the rights and obligations of the Parties in the event of damage or destruction to the Premises or Alterations, and Sublandlord and Subtenant each hereby waives and releases any right to terminate this Sublease in whole or in part under Sections 1932.2 and 1933.4 of the Civil Code of California or under any similar Laws now or hereafter in effect, to the extent such rights are inconsistent with the provisions hereof.

14. ASSIGNMENT AND SUBLETTING

14.1. Restriction on Assignment and Subletting. Subtenant shall not directly or indirectly (including, without limitation, by merger, acquisition or other transfer of any controlling interest in Subtenant), voluntarily or by operation of Law, sell, assign, encumber, pledge, sublease or

otherwise transfer any part of its interest in or rights with respect to the Premises, any Alterations or its interest in this Sublease, or permit any portion of the Premises to be occupied by anyone other than itself, or sublet any portion of the Premises (a "Transfer"), without Sublandlord's prior written consent in each instance, which Sublandlord may grant or withhold in its sole and absolute discretion. Subtenant shall provide Sublandlord with a written notice of its intention to Transfer this Sublease or the Premises, together with a copy of the proposed Transfer agreement at least thirty (30) days prior to the commencement date of the proposed Transfer. Subtenant shall provide Sublandlord with such information regarding the proposed Transfer as Sublandlord may reasonably request.

14.2. **Bonus Rental**. If Sublandlord consents to a Transfer of any of Subtenant's interest in or rights with respect to the Premises pursuant to Section 14.1 above, then one hundred percent (100%) of any rent or other consideration payable to Subtenant in excess of the Base Rent payable hereunder (or the proportionate share thereof applicable to the portion of the Premises that is subject to the Transfer) shall be paid to Sublandlord immediately upon receipt by Subtenant.

15. DEFAULT; REMEDIES

15.1. **Events of Default**. Any of the following shall constitute an event of default ("Event of Default") by Subtenant hereunder:

(a) **Failure to Pay Rent**. Any failure to pay any Rent or any other sums due hereunder, including sums due for utilities, within five (5) days after such sums are due;

(b) **Covenants, Conditions and Representations**. Any failure to perform or comply with any other covenant, condition or representation made under this Sublease; provided, Subtenant shall have a period of ten (10) days from the date of written notice from Sublandlord of such failure within which to cure such default under this Sublease, or, if such default is not capable of cure within such 10-day period, Subtenant shall have a reasonable period to complete such cure if Subtenant promptly undertakes action to cure such default within such 10-day period and thereafter diligently prosecutes the same to completion and uses its best efforts to complete such cure within sixty (60) days after the receipt of notice of default from Sublandlord;

(c) **Vacation or Abandonment**. Any abandonment of the Premises for more than fourteen (14) consecutive days;

(d) **Bankruptcy**. The appointment of a receiver to take possession of all or substantially all of the assets of Subtenant, or an assignment by Subtenant for the benefit of creditors, or any action taken or suffered by Subtenant under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted; and

(e) **Notices of Default**. The delivery to Subtenant of three (3) or more notices of default within any twelve (12) month period, irrespective of whether Subtenant actually cures such default within the specified time period, may, in the sole and absolute discretion of the Authority, be deemed an incurable breach of this Sublease allowing the Authority to immediately terminate this Sublease without further notice or demand to Subtenant.

15.2. Remedies. Upon the occurrence of an Event of Default by Subtenant, Sublandlord shall have the following rights and remedies in addition to all other rights and remedies available to Sublandlord at Law or in equity:

(a) **Terminate Sublease and Recover Damages**. The rights and remedies provided by California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate Subtenant's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of rental loss for the same period that Subtenant proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2. Sublandlord's efforts to mitigate the damages caused by Subtenant's breach of this Sublease shall not waive Sublandlord's rights to recover unmitigated damages upon termination.

(b) **Appointment of Receiver**. The right to have a receiver appointed for Subtenant upon application by Sublandlord to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Sublandlord pursuant to this Sublease.

15.3. Sublandlord's Right to Cure Subtenant's Defaults. If Subtenant defaults in the performance of any of its obligations under this Sublease, then Sublandlord may at any time thereafter with three (3) days prior written notice (except in the event of an emergency as determined by Sublandlord where prior notice by Sublandlord is impractical), remedy such Event of Default for Subtenant's account and at Subtenant's expense. Subtenant shall pay to Sublandlord, as Additional Charges, promptly upon demand, all sums expended by Sublandlord, or other costs, damages, expenses or liabilities incurred by Sublandlord, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such Event of Default. Subtenant's obligations under this Section shall survive the termination of this Sublease. Nothing herein shall imply any duty of Sublandlord to do any act that Subtenant is obligated to perform under any provision of this Sublease, and Sublandlord's cure or attempted cure of Subtenant's Event of Default shall not constitute a waiver of Subtenant's Event of Default or any rights or remedies of Sublandlord on account of such Event of Default.

16. RELEASE AND WAIVER OF CLAIMS; INDEMNIFICATION

16.1. Release and Waiver of Claims. Subtenant, on behalf of itself and Subtenant's Agents, covenants and agrees that the Indemnified Parties shall not be responsible for or liable to

Subtenant for, and, to the fullest extent allowed by any Laws, Subtenant hereby waives all rights against the Indemnified Parties and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the Premises due to an earthquake or subsidence, except only to the extent such Losses are caused solely by the gross negligence or willful misconduct of the Indemnified Parties. Without limiting the generality of the foregoing:

(a) Subtenant expressly acknowledges and agrees that the Rent payable hereunder does not take into account any potential liability of the Indemnified Parties for any consequential or incidental damages including, but not limited to, lost profits arising out of disruption to Subtenant's uses hereunder. Sublandlord would not be willing to enter into this Sublease in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of the Indemnified Parties, and Subtenant expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages and covenants not to sue the Indemnified Parties for such damages arising out of this Sublease or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Subtenant pursuant to this Sublease regardless of the cause.

(b) Without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue the Indemnified Parties under any present or future Laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that Sublandlord terminates this Sublease because of such claim for inverse condemnation or eminent domain.

(c) As part of Subtenant's agreement to accept the Premises in its "As Is" condition as provided herein, and without limiting such agreement and any other waiver contained herein, Subtenant on behalf of itself and its successors and assigns, waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Premises and any related improvements or any Laws or regulations applicable thereto or the suitability of the Premises for Subtenant's intended use.

(d) Subtenant acknowledges that it will not be a displaced person at the time this Sublease is terminated, and Subtenant fully RELEASES, WAIVES AND DISCHARGES the Indemnified Parties from any and all Losses and any and all claims, demands or rights against any of the

Indemnified Parties under any present and future Laws, including, without limitation, any and all claims for relocation benefits or assistance from the Indemnified Parties under federal and state relocation assistance laws.

(e) Without limiting any other waiver contained herein, Subtenant, on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way connected with the Indemnified Parties' decision to Sublease the Premises to Subtenant, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Indemnified Parties.

(f) Subtenant covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Indemnified Parties any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 16.1.

(g) In executing these waivers and releases, Subtenant has not relied upon any representation or statement other than as expressly set forth herein.

(h) Subtenant had made such investigation of the facts pertaining to these waivers and releases as it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Subtenant regardless of any claims of mistake.

(i) In connection with the foregoing releases, Subtenant acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Subtenant acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Subtenant realizes and acknowledges that it has agreed upon this Sublease in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Sublease.

16.2. **Subtenant's Indemnity**. Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties from and against any and all Losses arising out of Subtenant's

use of the Premises, including but not limited to, any Losses arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Subtenant or Subtenant's Agents or Subtenant's Invitees; (b) any accident, injury to or death of a person, including, without limitation, Subtenant's Agents and Subtenant's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises; (c) any default by Subtenant in the observation or performance of any of the terms, covenants or conditions of this Sublease to be observed or performed on Subtenant's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Subtenant, Subtenant's Agents or Subtenant's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) any construction or other work undertaken by Subtenant on or about the Premises; and (f) any acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees, in, on, or about the Premises or any Alterations, except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Sublease and further except only to the extent such Losses are caused solely by the gross negligence or intentional wrongful acts and omissions of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Sublandlord's costs of investigating any Loss. Subtenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter. Subtenant's obligations under this Section shall survive the expiration or sooner termination of this Sublease.

17. INSURANCE

17.1. **Required Insurance Coverage**. Subtenant, at its sole cost and expense, shall maintain, or cause to be maintained, through the Term of this Sublease, the following insurance:

(a) **General Liability Insurance**. Comprehensive or commercial general liability insurance, with limits not less than One Million Dollars ($1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, independent contractors, broad form property damage, personal injury, products and completed operations, fire damage and legal liability with limits not less than One Million Dollars ($1,000,000), explosion, collapse and underground (XCU).

(b) **Automobile Liability Insurance**. Comprehensive or business automobile liability insurance with limits not less than One Million Dollars ($1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned and hired vehicles and for employer's non-ownership liability, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Subtenant's activity on the Premises or the Permitted Use.

(c) **Worker's Compensation and Employer's Liability Insurance**. If Subtenant has employees, Worker's Compensation Insurance in statutory amounts with Employer's Liability with limits not less than One Million Dollars ($1,000,000.00) for each accident, injury or illness, on employees eligible for each.

(d) **Personal Property Insurance**. Subtenant, at its sole cost and expense, shall procure and maintain on all of its personal property and Alterations, in, on, or about the Premises, property insurance on an all risk form, excluding earthquake and flood, to the extent of full replacement value. The proceeds from any such policy shall be used by Subtenant for the replacement of Subtenant's personal property.

(e) **Other Coverage**. Such other insurance or different coverage amounts as is required by law or as is generally required by commercial owners of property similar in size, character, age and location as the Premises, as may change from time to time, or as may be required by the City's Risk Manager.

17.2. Claims-Made Policies. If any of the insurance required in Section 17.1 above is provided under a claims-made form of policy, Subtenant shall maintain such coverage continuously throughout the Term and without lapse for a period of three (3) years beyond the termination of this Sublease, to the effect that should occurrences during the Term give rise to claims made after termination of this Sublease, such claims shall be covered by such claims-made policies.

17.3. Annual Aggregate Limits. If any of the insurance required in Section 17.1 above is provided under a form of coverage which includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be double the occurrence limits specified herein.

17.4. Payment of Premiums. Subtenant shall pay the premiums for maintaining all required insurance.

17.5. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained herein, Sublandlord and Subtenant (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Facility or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Sublease or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Facility or the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

17.6. General Insurance Matters.

(a) All liability insurance policies required to be maintained by Subtenant hereunder shall contain a cross-liability clause, shall name as additional insureds the "THE TREASURE ISLAND DEVELOPMENT AUTHORITY, CITY AND COUNTY OF SAN FRANCISCO, THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE DEPARTMENT OF THE NAVY, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS," shall be primary to any other insurance available to the additional insureds with respect to claims arising under this Sublease, and shall provide that such insurance applies separately to each insured against whom complaint is made or suit is brought except with respect to the limits of the company's liability.

(b) All insurance policies required to be maintained by Subtenant hereunder shall be issued by an insurance company or companies reasonably acceptable to Sublandlord with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.

(c) All insurance policies required to be maintained by Subtenant hereunder shall provide for thirty (30) days' prior written notice of cancellation for any reason, intended non-renewal, or reduction in coverage to Subtenant and Sublandlord. Such notice shall be given in accordance with the notice provisions of Section 21.1 below.

(d) Subtenant shall deliver to Sublandlord certificates of insurance and additional insured policy endorsements in a form satisfactory to Sublandlord evidencing the coverages required herein, together with evidence of payment of premiums, on or before the Commencement Date, and upon renewal of each policy not less than thirty (30) days before expiration of the term of the policy. Subtenant shall, upon Sublandlord's request, promptly furnish Sublandlord with a complete copy of any insurance policy required hereunder.

(e) Not more often than every year and upon not less than sixty (60) days' prior written notice, Sublandlord may require Subtenant to increase the insurance limits set forth in Section 17.1 above if Sublandlord finds in its reasonable judgment that it is the general commercial practice in San Francisco to carry insurance in amounts substantially greater than those amounts carried by Subtenant with respect to risks comparable to those associated with the use of the Premises.

(f) Subtenant's compliance with the provisions of this Section shall in no way relieve or decrease Subtenant's indemnification obligations herein or any of Subtenant's other obligations or liabilities under this Sublease.

(g) Notwithstanding anything to the contrary in this Sublease, Sublandlord may elect in Sublandlord's sole and absolute discretion to terminate this Sublease upon the lapse of any required insurance coverage by written notice to Subtenant.

18. ACCESS BY SUBLANDLORD

18.1. Access to Premises by Sublandlord.

(a) General Access. Sublandlord reserves for itself and Sublandlord's Agents, the right to enter the Premises and any portion thereof at all reasonable times upon not less than twenty-four (24) hours oral or written notice to Subtenant (except in the event of an emergency) for any purpose.

(b) Emergency Access. In the event of any emergency, as determined by Sublandlord, Sublandlord may, at its sole option and without notice, enter the Premises and alter or remove any Alterations or Subtenant's Personal Property on or about the Premises. Sublandlord shall have the right to use any and all means Sublandlord considers appropriate to gain access to any portion of the Premises in an emergency. In such case, Sublandlord shall not be responsible for any damage or injury to any such property, nor for the replacement of any such property and any such emergency entry shall not be deemed to be a forcible or unlawful entry onto or a detainer of, the Premises, or an eviction, actual or constructive, of Subtenant from the Premises or any portion thereof.

(c) No Liability. Sublandlord shall not be liable in any manner, and Subtenant hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Sublandlord's entry onto the Premises, except damage resulting directly and exclusively from the gross negligence or willful misconduct of Sublandlord or Sublandlord's Agents and not contributed to by the acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees.

18.2. Access to Premises by Master Landlord. Subtenant acknowledges and agrees that Master Landlord shall have all of the rights of access to the Premises described in the Master Lease.

19. SURRENDER

19.1. Surrender of the Premises. Upon the termination of this Sublease, Subtenant shall surrender to Sublandlord the Premises in the same condition as of the Commencement Date, ordinary wear and tear excepted, and free and clear of all liens, easements and other encumbrances created or suffered by, through or under Subtenant. On or before any termination hereof, Subtenant shall, at its sole cost, remove any and all of Subtenant's Personal Property from the Premises and demolish and remove any and all Alterations from the Premises (except for any Alterations that Sublandlord agrees are to remain part of the Premises pursuant to the provisions of Section 8.3 above). In addition, Subtenant shall, at its sole expense, repair any damage to the Premises resulting from the removal of any such items and restore the Premises to their condition immediately prior to the presence of any Alterations. In connection therewith, Subtenant shall obtain any and all necessary permits and approvals, including, without limitation, any environmental permits, and execute any manifests or other documents necessary to complete the

demolition, removal or restoration work required hereunder. Subtenant's obligations under this Section shall survive the termination of this Sublease. Any items of Subtenant's Personal Property remaining on or about the Premises after the termination of this Sublease may, at Sublandlord's option and after thirty (30) days written notice to Subtenant, be deemed abandoned and in such case Sublandlord may dispose of such property in accordance with Section 1980, et seq., of the California Civil Code or in any other manner allowed by Law.

19.2. **No Holding Over**. If Subtenant fails to surrender the Premises to Sublandlord upon the termination of this Sublease as required by this Section, Subtenant shall Indemnify Sublandlord against all Losses resulting therefrom, including, without limitation, Losses made by a succeeding Subtenant resulting from Subtenant's failure to surrender the Premises. Subtenant shall have no right to hold over without the prior written consent of Sublandlord, which consent may be withheld in Sublandlord's sole and absolute discretion. If Sublandlord holds over the Premises or any part thereof after expiration or earlier termination of this Sublease, such holding over shall be terminable upon written notice by Sublandlord, and the Base Rent shall be increased to two hundred percent (200%) of the Base Rent in effect immediately prior to such holding over, and such holdover shall otherwise be on all the other terms and conditions of this Sublease. This Section shall not be construed as Sublandlord's permission for Subtenant to hold over. Acceptance of any holdover Base Rent by Sublandlord following expiration or termination of this Sublease shall not constitute an extension or renewal of this Sublease.

19.3. **Security Deposit**. Subtenant shall pay to Sublandlord upon execution of this Sublease a security deposit in the amount set forth in the Basic Sublease Information as security for the faithful performance of all terms, covenants and conditions of this Sublease. Subtenant agrees that Sublandlord may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Subtenant, Subtenant's Agents or Subtenant's Invitees, or any failure of Subtenant to perform any other terms, covenants or conditions contained in this Sublease, without waiving any of Sublandlord's other rights and remedies hereunder or at Law or in equity. Should Sublandlord use any portion of the security deposit to cure any Event of Default by Subtenant hereunder, Subtenant shall immediately replenish the security deposit to the original amount, and Subtenant's failure to do so within five (5) days of Sublandlord's notice shall constitute a material Event of Default under this Sublease. Sublandlord's obligations with respect to the security deposit are solely that of debtor and not trustee. Sublandlord shall not be required to keep the security deposit separate from its general funds, and Subtenant shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Subtenant's liability for the performance of any of its obligations under this Sublease. To the extent that Sublandlord is not entitled to retain or apply the security deposit pursuant to this Section 20.3, Sublandlord shall return such security deposit to Subtenant within forty-five (45) days of the termination of this Sublease.

20. HAZARDOUS MATERIALS

20.1. **No Hazardous Materials**. Subtenant covenants and agrees that neither Subtenant nor

any of Subtenant's Agents or Subtenant's Invitees shall cause or permit any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, including, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing improvements on the Premises, or are naturally occurring substances on, in or about the Premises; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids ("Hazardous Material") to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or transported to or from the Premises without the prior written approval of Sublandlord, which approval may be withheld in Sublandlord's sole and absolute discretion. Subtenant shall immediately notify Sublandlord if and when Subtenant learns or has reason to believe there has been any release of Hazardous Material in, on or about the Premises. Sublandlord may from time to time request Subtenant to provide adequate information for Sublandlord to determine that any Hazardous Material permitted hereunder is being handled in compliance with all applicable federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling, transportation, production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Premises and any other property, including, without limitation, soil, air and groundwater conditions ("Environmental Laws"), and Subtenant shall promptly provide all such information. Sublandlord and Sublandlord's Agents shall have the right to inspect the Premises for Hazardous Material and compliance with the provisions hereof at all reasonable times upon reasonable advance oral or written notice to Subtenant (except in the event of an emergency). Subtenant agrees that it shall comply, without limiting the foregoing, with the provisions of Article 21 of the San Francisco Health Code including, without limitation, regarding obtaining and complying with the requirements of an approved hazardous materials management plan, and with the requirements of the environmental protection provisions provided for in Section 13 of the Master Lease.

20.2. Subtenant's Environmental Indemnity. If Subtenant breaches any of its obligations contained in Section 20.1 above, or, if any act or omission or negligence of Subtenant or any of Subtenant's Agents or Subtenant's Invitees results in any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leeching or dumping ("Release") of Hazardous Material in, on, under or about the Premises or the Property, without limiting Subtenant's general Indemnity contained in Section 16.2 above, Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties, and each of them, from and against any and all enforcement, investigation, remediation or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental Laws together with any and all Losses made or threatened by any third party against Sublandlord, Sublandlord's

Agents, or the Premises, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, Release or discharge of any Hazardous Materials, including, without limitation, Losses based in common law, investigation and remediation costs, fines, natural resource damages, damages for decrease in value of the Premises, the loss or restriction of the use or any amenity of the Premises and attorneys' fees and consultants' fees and experts' fees and costs ("Hazardous Materials Claims") arising during or after the Term of this Sublease and relating to such Release. The foregoing Indemnity includes, without limitation, all costs associated with the investigation and remediation of Hazardous Material and with the restoration of the Premises or the Property to its prior condition including, without limitation, fines and penalties imposed by regulatory agencies, natural resource damages and losses, and revegetation of the Premises or other Sublandlord property. Without limiting the foregoing, if Subtenant or any of Subtenant's Agents or Subtenant's Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Premises or the Property, Subtenant shall, immediately, at no expense to Sublandlord, take any and all appropriate actions to return the Premises or other Sublandlord property affected thereby to the condition existing prior to such Release and otherwise investigate and remediate the Release in accordance with all Environmental Laws. Subtenant shall provide Sublandlord with written notice of and afford Sublandlord a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, permit, approvals, or other compromise or proceeding involving Hazardous Material.

20.3. Acknowledgment of Receipt of EBS and FOSL Reports. Subtenant hereby acknowledges for itself and Subtenant's Agents that, prior to the execution of this Sublease, it has received and reviewed the Environmental Baseline Survey ("EBS") and the Finding of Suitability to Lease ("FOSL") described in Section 7 of the Master Lease. California law requires landlords to disclose to tenants the presence or potential presence of certain Hazardous Materials. Accordingly, Subtenant is hereby advised that occupation of the Premises may lead to exposure to Hazardous Materials such as, but not limited to, gasoline, diesel and other vehicle fluids, vehicle exhaust, office maintenance fluids, tobacco smoke, methane and building materials containing chemicals, such as formaldehyde. Further, there are Hazardous Materials located on the Premises as described in the EBS and the FOSL. In addition, California's Proposition 65, Health and Safety Code Section 25249.6 et seq., requires notice that some of these Hazardous Materials are known by the State of California to cause cancer or reproductive harm. By execution of this Sublease, Subtenant acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Sections 25249.6 et seq., 25359.7 and related statutes.

21. GENERAL PROVISIONS

21.1. Notices. Except as otherwise expressly provided in this Sublease, any notice given hereunder shall be effective only in writing and given by delivering the notice in person, or by sending it first class mail or certified mail with a return receipt requested or reliable commercial overnight courier, return receipt requested, with postage prepaid, to the appropriate addresses set forth in the Basic Sublease Information. Any Party hereunder may designate a new address for

notice purposes hereunder at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made, if sent by commercial overnight carrier, or upon the date personal delivery is made, and any refusal by either Party to accept the attempted delivery of any notice, if such attempted delivery is in compliance with this Section 21.1 and applicable Laws, shall be deemed receipt of such notice.

21.2. **No Implied Waiver**. No failure by Sublandlord to insist upon the strict performance of any obligation of Subtenant under this Sublease or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, no acceptance of full or partial payment of Rent due hereunder during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of Sublandlord, shall constitute a waiver of such breach or of Sublandlord's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Sublease. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of Sublandlord given in any instance under the terms of this Sublease shall not relieve Subtenant of any obligation to secure the consent of Sublandlord in any other or future instance under the terms of this Sublease.

21.3. **Amendments**. Neither this Sublease nor any term or provision hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the Parties hereto.

21.4. **Authority**. If Subtenant signs as a corporation, a partnership or a limited liability company, each of the persons executing this Sublease on behalf of Subtenant does hereby covenant and warrant that Subtenant is a duly authorized and existing entity, that Subtenant has and is qualified to do business in California, that Subtenant has full right and authority to enter into this Sublease, and that each and all of the persons signing on behalf of Subtenant are authorized to do so. Upon Sublandlord's request, Subtenant shall provide Sublandlord with evidence reasonably satisfactory to Sublandlord confirming the foregoing representations and warranties. Without limiting the generality of the foregoing, Subtenant represents and warrants that it has full power to make the waivers and releases, indemnities and the disclosures set forth herein, and that it has received independent legal advice from its attorney as to the advisability of entering into a sublease containing those provisions and their legal effect.

21.5. **Joint and Several Obligations**. The word "Subtenant" as used herein shall include the plural as well as the singular. If there is more than one Subtenant, the obligations and liabilities under this Sublease imposed on Subtenant shall be joint and several.

21.6. **Interpretation of Sublease**. The captions preceding the articles and sections of this

Sublease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Sublease. This Sublease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the party responsible for drafting any part of this Sublease. Provisions in this Sublease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or Sublandlord holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Sublease, whether or not language of non-limitation, such as "without limitation" or similar words, are used. Unless otherwise provided herein, whenever the consent of Sublandlord is required to be obtained by Subtenant hereunder, Sublandlord may give or withhold such consent in its sole and absolute discretion.

21.7. **Successors and Assigns**. Subject to the provisions of Section 14, the terms, covenants and conditions contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any transfer by Sublandlord (or by any subsequent Sublandlord) of its interest in the Premises as lessee, including any transfer by operation of Law, Sublandlord (or any subsequent Sublandlord) shall be relieved from all subsequent obligations and liabilities arising under this Sublease subsequent to such transfer.

21.8. **Brokers**. Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the Sublease contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Losses incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Sublease.

21.9. **Severability**. If any provision of this Sublease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Sublease shall be valid and be enforceable to the fullest extent permitted by Law.

21.10. **Governing Law**. This Sublease shall be construed and enforced in accordance with the Laws of the State of California and the federal government.

21.11. Entire Agreement. This instrument (including the exhibits hereto, which are made a part of this Sublease) contains the entire agreement between the Parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The Parties further intend that this Sublease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Sublease and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Sublease. Subtenant hereby acknowledges that neither Sublandlord nor Sublandlord's Agents have made any representations or warranties with respect to the Premises or this Sublease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Subtenant by implication or otherwise unless expressly set forth herein.

21.12. Attorneys' Fees. In the event that either Sublandlord or Subtenant fails to perform any of its obligations under this Sublease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Sublease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Sublease, reasonable fees of attorneys in the Office of the San Francisco City Attorney (Sublandlord's General Counsel) shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City and County of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. Further, for purposes of this Sublease, the term "attorneys' fees" shall mean the fees and expenses of counsel to the Parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The term "attorneys' fees" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. The term "attorney" shall have the same meaning as the term "counsel".

21.13. Time of Essence. Time is of the essence with respect to all provisions of this Sublease in which a definite time for performance is specified.

21.14. Cumulative Remedies. All rights and remedies of either party hereto set forth in this Sublease shall be cumulative, except as may otherwise be provided herein.

21.15. Survival of Indemnities. Termination of this Sublease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Sublease, nor shall it affect any provision of this Sublease that expressly states it shall survive termination hereof. Subtenant specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Sublease, Subtenant has an immediate

and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter.

21.16. Relationship of Parties. Sublandlord is not, and none of the provisions in this Sublease shall be deemed to render Sublandlord, a partner in Subtenant's business, or joint venturer or member in any joint enterprise with Subtenant. This Sublease is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided. The granting of this Sublease by Sublandlord does not constitute authorization or approval by Sublandlord of any activity conducted by Subtenant on, in or relating to the Premises.

21.17. Recording. Subtenant agrees that it shall not record this Sublease nor any memorandum or short form hereof in the official records of any county.

21.18. Non-Liability of Indemnified Parties' Officials, Employees and Agents. No elective or appointive board, commission, member, officer or employee of any of the Indemnified Parties shall be personally liable to Subtenant, its successors and assigns, in the event of any default or breach by Sublandlord or for any amount which may become due to Subtenant, its successors and assigns, or for any obligation of Sublandlord under this Sublease.

21.19. No Discrimination. Subtenant shall comply with the non-discrimination provisions of Section 19.1 of the Master Lease, including, without limitation, posting all notices required therein.

21.20. Counterparts. This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

21.21. Master Landlord's Consent. This Sublease is expressly conditioned upon receipt of the written consent of Master Landlord.

22. SPECIAL PROVISIONS

22.1. Signs. Subtenant agrees that it will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics upon or about the Premises which are visible in or from public corridors or other portions of any common areas of the Premises or from the exterior of the Premises, without Sublandlord's prior written consent, which Sublandlord may withhold or grant in its sole discretion.

22.2. Public Transit Information. Subtenant shall establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Subtenant

employed on the Premises, including, without limitation, the distribution to such employees of written materials explaining the convenience and availability of public transportation facilities adjacent or proximate to the Premises and encouraging use of such facilities, all at Subtenant's sole expense.

22.3. **TIHDI Job Broker.** Subtenant shall comply with the requirements of the TIHDI Work Force Hiring Plan attached hereto as Exhibit F.

22.4. **Local Hiring.** Subtenant further agrees to use good faith efforts to hire residents of the City and County of San Francisco at all levels of Subtenant's personnel needs and to contract with local businesses for Subtenant's purchase of supplies, materials, equipment or services.

22.5. **Non-Discrimination in City Contracts and Benefits Ordinance.**

(a) **Covenant Not to Discriminate.** In the performance of this Sublease, Subtenant covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with, Subtenant in any of Subtenant's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Subtenant.

(b) **Sub-Subleases and Other Subcontracts.** Subtenant shall include in all sub-subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to such sub-subtenant or other subcontractor in substantially the form of subsection (a) above. In addition, Subtenant shall incorporate by reference in all sub-subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all sub-subtenants and other subcontractors to comply with such provisions. Subtenant's failure to comply with the obligations in this subsection shall constitute a material breach of this Sublease.

(c) **Non-Discrimination in Benefits.** Subtenant does not as of the date of this Sublease and will not during the Term, in any of its operations or in San Francisco or with respect to its operations under this Sublease elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **HRC Form**. As a condition to this Sublease, Subtenant shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC"). Subtenant hereby represents that prior to execution of this Sublease, (i) Subtenant executed and submitted to the HRC Form HRC-128-101 with supporting documentation; and (ii) the HRC approved such form.

(e) **Incorporation of Administrative Code Provisions by Reference**. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Subtenant shall comply fully with and be bound by all of the provisions that apply to this Sublease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Subtenant understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars ($50.00) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Sublease may be assessed against Subtenant and/or deducted from any payments due Subtenant.

22.6. MacBride Principles - Northern Ireland. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Subtenant acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

22.7. Tropical Hardwood and Virgin Redwood Ban. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood product. Except as expressly permitted by the application of Section 802(b) and 803(b) of the San Francisco Environment Code, Subtenant shall not provide any items to the construction of tenant improvements or Alterations in the Premises, or otherwise in the performance of this Sublease, which are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. In the event Subtenant fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Subtenant shall be liable for liquidated damages for each violation in an amount equal to Subtenant's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater.

22.8. Wages and Working Conditions. Subtenant agrees that any person performing labor in the construction of any tenant improvements and any Alterations to the Premises, which Subtenant provides under this Sublease, shall be paid not less than the highest prevailing rate of

wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Subtenant shall include, in any contract for construction of such tenant improvements and Alterations, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Subtenant shall require any contractor to provide, and shall deliver to Sublandlord upon request, certified payroll reports with respect to all persons performing labor in the construction of such tenant improvement work or any Alterations to the Premises.

22.9. **Prohibition of Alcoholic Beverage Advertising**. Subtenant acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Premises. For purposes of this section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of alcoholic beverages, (ii) encourage people not to drink alcohol or to stop drinking alcohol, or (iii) provide or publicize drug or alcohol treatment or rehabilitation services.

22.10. **Prohibition of Tobacco Sales and Advertising**. Subtenant acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of Sublandlord or the City, including the Premises and the Property. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

22.11. **Pesticide Prohibition**. Subtenant shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which **(i)** prohibit the use of certain pesticides on City property, **(ii)** require the posting of certain notices and the maintenance of certain records regarding pesticide usage and **(iii)** require Subtenant to submit to Sublandlord an integrated pest management ("IPM") plan that **(a)** lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Subtenant may need to apply to the Premises during the terms of this Sublease, **(b)** describes the steps Subtenant will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance and **(c)** identifies, by name, title, address and telephone number, an individual to act as Subtenant's primary IPM contact person with the City. In addition, Subtenant shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

22.12. First Source Hiring Ordinance. The City has adopted a First Source Hiring Ordinance (Board of Supervisors Ordinance No. 264 98) which establishes specific requirements, procedures and monitoring for first source hiring of qualified economically disadvantaged individuals for entry level positions. Within thirty (30) days after Sublandlord adopts a First Source Hiring Implementation and Monitoring Plan in accordance with the First Source Hiring Ordinance, Subtenant shall enter into a First Source Hiring Agreement that meets the applicable requirements of Section 83.9 of the First Source Hiring Ordinance.

22.13. Sunshine Ordinance. In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City departments and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

22.14. Conflicts of Interest. Through its execution of this Sublease, Subtenant acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Subtenant becomes aware of any such fact during the Term of this Sublease, Subtenant shall immediately notify Sublandlord.

22.15. Charter Provision. This Sublease is governed by and subject to the provisions of the Charter of the City and County of San Francisco.

22.16. Requiring Health Benefits for Covered Employees. Unless exempt, Subtenant agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Sublease as though fully set forth. The text of the HCAO is available on the web at http://www.sfgov.org/olse/hcao. Capitalized terms used in this Section and not defined in this Sublease shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee, Subtenant shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Subtenant chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if Subtenant is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with Subsection (a) above.

(c) Subtenant's failure to comply with the HCAO shall constitute a material breach of this Sublease. Sublandlord shall notify Subtenant if such a breach has occurred. If, within thirty (30) days after receiving City's written notice of a breach of this Sublease for violating the HCAO, Subtenant fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Subtenant fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, Sublandlord shall have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to Sublandlord.

(d) Any Subcontract entered into by Subtenant shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Subtenant shall notify City's Purchasing Department when it enters into such a Subcontract and shall certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Subtenant shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the Sublandlord may pursue the remedies set forth in this Section against Subtenant based on the Subcontractor's failure to comply, provided that Sublandlord has first provided Subtenant with notice and an opportunity to obtain a cure of the violation.

(e) Subtenant shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying Sublandlord with regard to Subtenant's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Subtenant represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(g) Subtenant shall keep itself informed of the current requirements of the HCAO.

(h) Subtenant shall provide reports to Sublandlord in accordance with any reporting standards promulgated by Sublandlord under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

(i) Subtenant shall provide Sublandlord with access to records pertaining to compliance with the HCAO after receiving a written request from Sublandlord to do so and being provided at least five (5) business days to respond.

(j) Sublandlord may conduct random audits of Subtenant to ascertain its compliance with HCAO. Subtenant agrees to cooperate with Sublandlord when it conducts such audits.

(k) If Subtenant is exempt from the HCAO when this Sublease is executed because its amount is less than Twenty-Five Thousand Dollars ($25,000) (or [Fifty Thousand Dollars ($50,000) if Subtenant is a qualified nonprofit), but Subtenant later enters into an agreement or agreements that cause Subtenant's aggregate amount of all agreements with Sublandlord to reach Seventy-Five Thousand Dollars ($75,000), all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Subtenant and the Contracting Department to be equal to or greater than Seventy-Five Thousand Dollars ($75,000) in the fiscal year.

22.17. Notification of Limitations on Contributions. Through its execution of this Sublease, Subtenant acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Subtenant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Subtenant further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Subtenant's board of directors; Subtenant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Subtenant; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Subtenant. Additionally, Subtenant acknowledges that Subtenant must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Subtenant further agrees to provide Sublandlord the name of each person, entity or committee described above.

22.18. Preservation-Treated Wood Containing Arsenic. As of July 1, 2003, Subtenant may not purchase preservative-treated wood products containing arsenic in the performance of this Sublease unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment under Section 1304 of the Environment Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniac copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Subtenant may purchase

preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of Environment. This provision does not preclude Subtenant from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

22.19. Resource Efficient City Buildings and Pilot Projects. Subtenant acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 707 relating to resource-efficient City buildings and resource-efficient pilot projects. Subtenant hereby agrees that it shall comply with all applicable provisions of such code sections.

22.20. Food Service Waste Reduction. Subtenant agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Sublease as though fully set forth. This provision is a material term of this Sublease. By entering into this Sublease, Subtenant agrees that if it breaches this provision, Sublandlord will suffer actual damages that will be impractical or extremely difficult to determine; further, Subtenant agrees that the sum of One Hundred Dollars ($100.00) liquidated damages for the first breach, Two Hundred Dollars ($200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars ($500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Sublandlord will incur based on the violation, established in light of the circumstances existing at the time this Sublease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Sublandlord because of Subtenant's failure to comply with this provision.

22.21. Estoppel Certificates. At any time and from time to time, within ten (10) days after Sublandlord's request, Subtenant will execute, acknowledge and deliver to Sublandlord a statement certifying the following matters: (a) the Commencement Date and Expiration Date of this Sublease; (b) that this Sublease is unmodified and in full force and effect (or if there have been modifications, that this Sublease is in full force and effect as modified and the date and nature of such modifications); (c) the dates to which the Rent has been paid; (d) that there are no Events of Default under this Sublease (or if there are any Events of Default, the nature of such Event of Default); and (e) any other matters reasonably requested by Sublandlord. Sublandlord and Subtenant intend that any such statement delivered pursuant to this paragraph may be relied upon by any assignee of Sublandlord's interest in the Master Lease or this Sublease, any mortgagee or any purchaser or prospective purchaser of the building or land on which the Premises are located. Subtenant irrevocably appoints Sublandlord, as Subtenant's agent, to execute and deliver in the name of Sublandlord any such instrument if Subtenant fails to do so, which failure shall also be an Event of Default under this Sublease.

22.22. Addendum. The terms of the Addendum, if any, attached to this Sublease are incorporated into the Sublease by reference. In the event of any inconsistency between the

Sublease and the Addendum, the terms of the Addendum shall control.

22.23. Cooperative Drafting. This Sublease has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Sublease reviewed and revised by legal counsel. No party shall be considered the drafter of this Sublease, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Sublease.

Sublandlord and Subtenant have executed this Sublease in triplicate as of the date first written above.

SUBTENANT:

LIFE LEARNING ACADEMY, INC. a California non-profit corporation

By: _____

Its: _____

SUBLANDLORD:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Mirian Saez
Director of Island Operations

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

Sublease Prepared By: Richard A. Rovetti, Deputy Director of Real Estate _____
(initial)

EXHIBIT A

MASTER LEASE

EXHIBIT B

DIAGRAM OF PREMISES

EXHIBIT C

COVER PAGE OF THE SEISMIC REPORT

EXHIBIT D

RULES AND REGULATIONS

1. All rules and regulations set out in the Master Lease shall prevail.

2. No signs, advertisements, or notices shall be attached to, or placed on, the exterior or interior of the Building or elsewhere on the Property, without prior written approval of Sublandlord.

3. Subtenant's contractors and invitees, while on the Premises or Subtenant's parking area, shall be subject to these Rules and Regulations, and will be subject to direction from Sublandlord and its agents, but will not be an agent or contractor of the Sublandlord or its agents. Subtenant's contractors shall be licensed by the State, insured and bonded at the amount requested by the Sublandlord.

4. Subtenant shall install and maintain at Subtenant's expense, any life safety equipment required by governmental rules, regulations or laws to be kept on the Premises.

EXHIBIT E

STANDARD UTILITIES AND SERVICES AND RATES

Utilities Rate Schedule

Utility Service	Rate		Unit
Electric Rate	$	0.14	per kwh
Water Rate	$	5.40	per kgal
Sewer Rate	$	5.75	per kgal
Gas Rate	$	0.60	per therm

Rates are subject to adjustment.

Subtenant shall install utility Submeters to the satisfaction of Sublandlord.

Subtenant shall arrange for delivery of utility services to the premises by making a "Request for Utilities Services" by contacting:

San Francisco Public Utilities Commission
c/o Treasure Island Development Authority
410 Avenue of the Palms
Treasure Island
San Francisco, CA. 94130
Attn: Mr. Sam Larano
(415) 554-0724

EXHIBIT F

TIHDI WORKFORCE HIRING PLAN

TIHDI Job Broker Program Requirements for Island Tenants

As part of the workforce hiring goals for Treasure Island, the Treasure Island Development Authority's (TIDA) requires that Island commercial tenants are to make good faith efforts to fill appropriate available on-Island positions through the Treasure Island Homeless Development Initiative (TIHDI) TIHDI Job Broker Program (TJBP). All new non-supervisorial positions created by on-Island commercial tenants and businesses should be opened to consideration of TJBP candidates, and San Francisco residents should account for a majority of all new hires by on-Island commercial tenants and businesses.

In order to help commercial tenants reach these goals, the TJBP provides free and immediate access to San Francisco's extensive non-profit employment & training programs and to a resource pool of individuals with varied skill levels and work experience backgrounds.

Through the TJBP, a job description and set of qualification requirements for the new or open position is distributed to the TJBP's network of employment service agencies on behalf of the commercial tenant. Appropriate candidates from these agencies are then referred to the commercial tenant for interviewing. All of the TJBP referrals are required to meet universal standards of job readiness.

To effectively implement the Good Faith provisions of the TJBP, commercial tenants are asked to provide TIHDI with a written plan, list available jobs with TIHDI prior to public advertisement, consider TJBP referrals, and establish an ongoing relationship with the TJBP.

Additionally, if a commercial tenant does not anticipate making any new hires, it can meet its requirements under the TJBP by contracting with one of the two on-Island social enterprise operations: Toolworks Janitorial Services and/or Rubicon Programs Landscaping. Contact the TIHDI Job Broker for these services and for further information on the TIHDI Job Broker System to discuss and develop your workforce hiring plan.

For further information on the TIHDI Job Broker Program, please contact:

Roxanne Balousek, TIHDI Job Broker
(415) 274-0311 ex. 304
rbalousek@tihdi.org

[Sublease with Delancey Street Life Learning Academy.]

Resolution Retroactively Approving and Authorizing the Execution of a Sublease No. 697 with the LIFE LEARNING ACADEMY, INC. a California non-profit corporation for Building 229 – 651 8th Street, Treasure Island, San Francisco, CA.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America, acting by and through the Department of the Navy; and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and,

WHEREAS, On January 24, 2012, the Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust trustee for the portions of Treasure Island subject to the Tidelands Trust, or any of the other powers or authority; and,

WHEREAS, Since 1998, The Delancey Street Foundation, a California non-profit corporation ("Delancey Street") has leased Building 229 and the adjacent outdoor space from the Treasure Island Development Authority (the "Authority") for the operation of the Life Learning Academy, a San Francisco Unified School District ("SFUSD") charter high school; and,

WHEREAS, The Life Learning Academy is a diploma-granting SFUSD charter school designed to serve 60 at-risk high-school aged youths providing in addition to general academic subjects, like math, science and language arts, the school provides culinary training and the opportunity to learn organic gardening; and,

WHEREAS, Delancey Street and Life Learning Academy are now requesting that, as of July 1, 2013 the building lease be transferred from the Delancey Street Foundation to the new non- profit corporation called the Life Learning Academy as the Delancey Street Foundation Board of Directors and SFUSD have approved Life Learning Academy operating as an independent non-profit corporation; and,

WHEREAS, Under the proposed Sublease, the Life Learning Academy is requesting a new month-to-month term commencing on July 1, 2013 and expiring November 30, 2014 for Parcel A: approximately 20,723 square feet of classroom and office space; and Parcel B: approximately 30,000 square feet of unpaved land located adjacent to Building 229, Treasure Island.

WHEREAS, Given the community benefits associated with the Life Learning Academy, Life Learning Academy will be provided space on Treasure Island at no base rent, subject to the condition that Life Learning Academy will assume all responsibility for maintenance and repairs, and commencing July 1, 2014, Life Learning Academy will participate in the contribution for expenses paid or incurred by the Authority in connection with

the ownership, operation, maintenance, repair and management of the common areas, including but not limited to the streets, sidewalks, walkways, driveways, curbs, lighting systems and security services, throughout Treasure Island; now, therefore, be it

RESOLVED, That the Board of Directors hereby retroactively approves the Sublease to the Life Learning Academy for Parcel A: approximately 20,723 square feet of classroom and office space; and Parcel B: approximately 30,000 square feet of unpaved land located adjacent to Building 229 and authorizes the Director of Island Operations or her designee to execute said Sublease in substantially the form attached hereto as Exhibit A; and be it

FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into the Sublease will serve the goals of the Authority and the public interests of the City, and (ii) the terms and conditions of the Sublease are economically reasonable; and be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the Sublease that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Sublease, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 12, 2013.

_____

Larry Del Carlo., Secretary

AGENDA ITEM 7(g)
Treasure Island Development Authority
City and County of San Francisco
Meeting of June 12, 2013

Subject: Resolution Authorizing the Treasure Island Development Project Director ("Project Director") to Execute an Agreement between the Treasure Island Development Authority ("Authority") and Treadwell & Rollo, a Langan Company ("Treadwell & Rollo" or "Contractor") for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project ("Agreement")

Contact: Michael Tymoff, Project Director

SUMMARY

In February 2013, Authority staff issued a Request for Proposals ("RFP"),for qualified consultants or consulting teams to provide environmental engineering consulting and oversight of the U.S. Department of the Navy ("Navy") remediation efforts on former Naval Station Treasure Island ("NSTI") and to provide certain other services in support of the Authority's Treasure Island/Yerba Buena Island Development Project (the "Project"), the key elements of which include:

- Reviewing and analyzing technical documents produced primarily by the Navy and its agents, as well as the State of California, acting through the California Department of Toxic Substances Control ("DTSC"), the California Department of Public Health ("CDPH") and the Regional Water Quality Control Board ("RWQCB") relating to the environmental cleanup of contaminants on NSTI; and

- Making recommendations and advising the Authority, in its role as the local reuse authority for Treasure Island, and as needed, the San Francisco Department of Public Health ("SFDPH"), and the Office of the City Attorney.

In April 2013, an evaluation panel, comprised of representatives from SFDPH, the San Francisco Public Utilities Commission, and the Office of Community Investment and Infrastructure, completed the evaluation of both written proposals and oral interviews that were conducted of each of the four (4) consultants that submitted a proposal.

Based on the total combined scores of the evaluation panel, as reviewed by CMD, Authority staff made a recommendation to the Authority Board of Directors at the May 8, 2013 Authority Board of Directors Meeting to authorize the Project Director to enter into negotiations for a Professional Services Contract ("PSC") between the Authority and Treadwell & Rollo, the highest scoring consultant based on the RFP's selection criteria. Authority staff has completed contract negotiations with Treadwell & Rollo and is seeking authorization to execute an agreement between the Authority and Treadwell & Rollo, in substantially the same form attached

hereto (see Exhibit A, Agreement between the Treasure Island Development Authority and Treadwell & Rollo, a Langan Company)

DISCUSSION

In 2003, the Authority Board of Directors authorized the execution of a contract between the Authority and AMEC Geomatrix to provide technical services related to monitoring the Navy's environmental remediation activities at NSTI. Over the past ten years, the Authority has approved ten contract amendments extending the term of the original contract with AMEC Geomatrix through June 30, 2013, thereby allowing AMEC Geomatrix to advise the Authority on a range of technical and policy issues related to the Navy's environmental cleanup program and property transfer.

Staff now anticipates that the Navy will be in a position to transfer property to the Authority in early 2014, after having completed the necessary environmental remediation and satisfying all closing conditions. Given pending property transfer and the need to closely align the goals of the Navy's cleanup program with the schedules for property transfer and development activities, staff anticipated the need for environmental engineering and consulting services from a firm with deep experience and technical knowledge of the issues related to military base closures and redevelopment in San Francisco.

Treadwell & Rollo scored the highest combined score based on their written proposal and oral interview, and the Authority has completed contract negotiations consistent with the scope of services, term and budget outlined in the RFP, contained in Treadwell & Rollo's proposal and as described in the staff summary requesting authorization to enter into contract negotiations that was presented at the May 8, 2013 Authority Board of Directors Meeting.

SCOPE OF SERVICES

Generally, the scope of services is for the Contractor to provide oversight of the Navy's ongoing environmental remediation and to assist the Authority in the property transfer and development process. Contractor's services will be provided on an as-needed basis at the direction and request of TIDA staff. Additional services and consultation may be requested by Authority staff from time to time. Monthly Base Closure Team ("BCT") meetings are held to review the status of the Navy's on-going remediation tasks and identify outstanding issues. The Navy and its consultants, Authority, DTSC, CDPH, RWQCB, and the Navy's Restoration Advisory Board ("RAB") members participate in these meetings. Additional meetings are scheduled as needed to address significant issues identified at the monthly meetings. These technical working meetings clarify details of a specific field programs or technical evaluations and approaches.

Other supplemental meetings may be associated with assisting the Authority with risk communication, including technical presentations to Authority and City staff, regulators, and tenants. In addition, the Navy prepares work plans and reports to document its approach, confirm agreements between interested parties, and comply with regulatory requirements. The process for completing environmental investigations at NSTI is fairly well defined; however, regulators commonly identify the need for previously unplanned activities (additional investigations, reports and meetings) as new field data are collected and analyzed. Additional

work plans and reports are then prepared that, in turn, require additional review and additional meetings to address technical issues.

The scope of services that the Contractor agrees to perform includes, but may not be limited to, completing the following specific tasks:

1. Attend monthly BCT meetings including preparation, meeting attendance, providing the Authority with documentation and analysis from the meeting.
2. Attend supplemental technical meetings including conference calls as needed and as requested by Authority.
3. Review, comment and advise the Authority on technical documents and plans (e.g. Feasibility Studies, Remedial Investigations, Records of Decision, Final Status Survey Reports, etc.) from the Navy and State regulatory agencies including reports and work plans. Prepare written materials for the benefit of Authority and City staff.
4. Provide technical support and environmental expertise to the Authority throughout the property transfer process with the Navy, including peer review of documents and work products prepared by the Navy, the developer and their respective environmental consultants. Within this context, consultant will review technical documents related to the transfer documents, FOST and supporting environmental documents, including any associated legal and regulatory documents necessary to complete property transfer. Such assistance could include assisting the Authority strategically evaluating remediation, transfer and insurance issues, and reviewing and advising Authority and City staff on the following: FOST, FOSET, Covenant Deferral Request, LIFOC, Consent Agreement, environmental insurance policies, and associated documents.
5. Assist the Authority in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above.
6. Provide additional consultation as needed and as requested by the Authority

See Appendix A, Services to be Provided by Contractor, attached to the Agreement.

BUDGET AND TERM

The total amount of the agreement shall not exceed Three Hundred Ninety-Five Thousand Dollars ($395,000.00). For the first fiscal year, through June 30, 2014, the maximum compensation made to the Contractor shall not exceed One Hundred Fifty-Eight Thousand Dollars ($158,000.00). For each subsequent fiscal year during the term of this Agreement, the Project Director shall notify Contractor of the maximum compensation appropriated for that year (or, if there is no such appropriation, the Project Director shall notify Contractor of the termination of this Agreement). The breakdown of costs is attached to the Agreement as Appendix B, "Calculation of Charges," attached hereto and is incorporated by reference as though fully set forth within the Agreement.

The initial contract term would be three (3) years, with up to two (2) one-year options to extend, subject to the Authority's approval and appropriations of funds. The proposed initial term of the contract would be from June 12, 2013 through June 30, 2016.

Staff has included sufficient funds in the proposed Authority's FY 13-14 budget and would make a recommendation to include sufficient funds in the FY 14-15 and 15-16 budgets for the proposed initial three year term.

RECOMMENDATION

Staff recommends the Authority authorize the Project Director to execute the Agreement between the Treasure Island Development Authority and Treadwell & Rollo, a Langan Company for Environmental Engineering Consulting and Oversight of Navy Remediation.

EXHIBITS

A Agreement between the Treasure Island Development Authority and Treadwell & Rollo, a Langan Company

Prepared by Michael Tymoff, Project Director

City and County of San Francisco
Treasure Island Development Authority

Agreement between the Treasure Island Development Authority and Treadwell & Rollo, a Langan Company

This Agreement is made this June 12, 2013, in the City and County of San Francisco, State of California, by and between: Treadwell & Rollo, a Langan Company, hereinafter referred to as "Contractor," and the Treasure Island Development Authority, a California nonprofit public benefit corporation, hereinafter referred to as the "Authority."

Recitals

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, In 1995, the General Services Administration and the Bureau of Land Management determined that Yerba Buena Island was surplus to the Federal Government's needs and could be transferred to the administrative jurisdiction of the Department of Defense under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure Island; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the Authority and/or Authority and County of San Francisco; and,

WHEREAS, Under the Treasure island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (I) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the Authority and/or Authority's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested in the Authority the Authority to administer the public trust for commerce, navigation and fisheries as to such property; and
WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and,

WHEREAS, the Authority wishes to facilitate the long term redevelopment of Treasure Island by assuring that all environmental remediation activities undertaken by the United States Navy ("Navy") are complete, comprehensive, and will achieve the level of environmental clean-up agreed by the Navy and the; and

WHEREAS, the Contractor represents and warrants that it is qualified to perform the environmental remediation monitoring services required by the Authority as set forth in this Agreement; and

WHEREAS, the Authority has negotiated with the Contractor to reach agreement on the scope of work, and budget for monitoring the Navy's environmental remediation activities on former Naval Station Treasure Island; and

WHEREAS, approval for said Agreement was obtained from Civil Service Commission

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco ("City"). Charges will accrue only after prior written authorization certified by the Controller, and the amount of the Authority's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

The Authority has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. The Authority budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from July 1, 2013to June 30, 2016

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation

Compensation shall be made in monthly payments on or before the first day of each month for work, as set forth in Section 4 of this Agreement, that the Treasure Island Redevelopment Project Director ("Project Director"), in his or her sole discretion, concludes has been performed as of the first day of the immediately preceding month. In no event shall the total amount of this Agreement exceed Three Hundred Ninety-Five Thousand Dollars ($395,000.00). For the first fiscal year, through June 30, 2014, the maximum compensation made to the Contractor shall not exceed One Hundred Fifty-Eight Thousand Dollars ($158,000.00). For each subsequent fiscal year during the term of this Agreement, the Project Director shall notify Contractor of the maximum compensation appropriated for that year (or, if there is no such appropriation, the Project Director shall notify Contractor of the termination of this Agreement). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Project Director as being in accordance with this Agreement. The Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall the Authority be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs

a. The Authority's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of

the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by the Authority to Contractor shall be subject to audit by the Authority.

Payment shall be made by the Authority to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.municode.com/Library/clientCodePage.aspx?clientID=4201. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Left Blank by Agreement of the Parties

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of the Authority property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the Authority to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the Authority to enable the Authority to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by the Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the Authority and in such case must be replaced by Contractor without delay.

12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with the Authority's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at the Authority's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment

The Authority shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by the Authority.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by the Authority under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with the Authority, nor be entitled to participate in any plans, arrangements, or distributions by the Authority pertaining to or in connection with any retirement, health or other benefits that the Authority may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the Authority and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from the Authority shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. The Authority does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses.

Should the Authority, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). The Authority shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for the Authority, upon notification of such fact by the Authority, Contractor shall promptly remit such amount due or arrange with the Authority to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this

Agreement, Contractor shall not be considered an employee of the Authority. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in the Authority's financial liability so that the Authority's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than $1,000,000 each claim (and $2 million annual aggregate) with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the Treasure Island Development Authority, the City and County of San Francisco, and their respective Officers, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty (30) days' advance written notice to the Authority of reduction (by endorsement) or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Treasure Island Development Authority
c/o Treasure Island Project Director
1 South Van Ness Ave., Fifth Floor
San Francisco, CA 94103

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Authority receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Authority may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to the Authority certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to the Authority, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this Agreement, Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the Authority and the City and County of San Francisco, and their officers and employees, and the Contractor as additional insureds (on Commercial General Liability and Commercial Automobile Liability policies).

16. Indemnification

a. General Indemnity

To the fullest extent permitted by law, Contractor shall assume the defense of, indemnify and save harmless the Authority, its boards, commissions, officers, and employees (collectively "Indemnitees"), from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants) and liabilities of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and reasonable attorney's fees and costs of investigation), that arise from (1) the services under this Agreement, or any part of such services, and (2) any negligent or reckless, act or omission (or willful misconduct) of the Contractor and subconsultant to the Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"), subject to the provisions set forth herein.

b. Limitations

(1) No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.

(2) The Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

(3) The Contractor's indemnification obligations of claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty.

c. Copyright Infringement

Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the Authority, or any of its boards, commissions, officers, or employees of articles or services to be supplied in then performance of Contractor's services under this Agreement.

17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the Authority may have under applicable law.

18. Liability of the Authority

THE AUTHORITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE AUTHORITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Left blank by agreement of the parties.

20. Default; Remedies

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, or 58.

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from the Authority to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, the Authority shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, the Authority shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to the Authority on demand all costs and expenses incurred by the Authority in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The Authority shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between the Authority and Contractor all damages, losses, costs or expenses incurred by the Authority as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. The Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Authority shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by the Authority and to minimize the liability of Contractor and the Authority to third parties as a result of termination. All such actions shall be subject to the prior approval of the Authority. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by the Authority.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At the Authority's direction, assigning to the Authority any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, the Authority shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to the Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that the Authority designates to be completed prior to the date of termination specified by the Authority.

(7) Taking such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which the Authority has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to the Authority an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work the Authority directed Contractor to perform prior to the specified termination date, for which services or work the Authority has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of the Authority, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the Authority or otherwise disposed of as directed by the Authority.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to the Authority, and any other appropriate credits to the Authority against the cost of the services or other work.

d. In no event shall the Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by the Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, the Authority may deduct: (1) all payments previously made by the Authority for work or other services covered by Contractor's final invoice; (2) any claim which the Authority may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Authority, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and the Authority's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. The Authority's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to the Authority, and deliver in the manner, at the times, and to the extent, if any, directed by the Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to the Authority. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the Authority if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of the Authority

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Authority. Contractor agrees that all information disclosed by the Authority to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To the Authority:	Treasure Island Development Authority c/o Treasure Island Project Director 1 South Van Ness Ave., Fifth Floor San Francisco, CA 94103 Fax: (415) 749-2524
To Contractor:	Dorinda Shipman, PG, CHG

Principal/Vice President
Treadwell & Rollo | A Langan Company
555 Montgomery Street
Suite 1300
San Francisco, CA 94111

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to the Authority. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the Authority, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the Authority, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the Authority, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit the Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon the Authority by this Section.

29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by the Authority in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by the Authority by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the Authority may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance

Contractor, shall comply with all applicable requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle the Authority, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

If Contractor willfully fails to comply with any of the applicable provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City or the Authority.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or

expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City or Authority employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the Authority or City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the Authority.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to

discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between the Authority or City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the Authority to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions

d. Notification of Limitations on Contributions. Through its execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City (including the Authority) for the selling or leasing any land or building to or from the City whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, or a board on which an appointee of that individual services, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to: each Contractor; each member of Contractor's board of directors, and Contractor's chief executive officer, chief financial officer and chief

operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City or Authority may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City and the Authority are authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

f. Contractor's commitment to provide the Minimum Compensation is a material element of the Authority's consideration for this Agreement. The Authority in its sole discretion shall determine whether such a breach has occurred. The Authority, the City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that

the Authority, the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City or the Authority shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City and the Authority shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City and the Authority.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. The Authority shall notify Contractor if such a breach has occurred. If, within 30 days after receiving the Authority's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the Authority and the City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the Authority and the City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify the Authority when it enters into such a Subcontract and shall certify to the Authority that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the Authority and the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that the Authority has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying the Authority with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the Authority Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the Authority in accordance with any reporting standards promulgated by the Authority under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide the Authority with access to records pertaining to compliance with HCAO after receiving a written request from the Authority to do so and being provided at least ten business days to respond.

k. Contractor shall allow the Authority to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. The Authority may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with the Authority when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with the Authority to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the Authority to be equal to or greater than $75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole

discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Contractor agrees:

(1) To be liable to the City and/or the Authority for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the Contractor's commitment to comply with this Chapter is a material element of the Authority's consideration for this contract; that the failure of the Contractor to comply with the contract provisions required by this Chapter will cause harm to the City, the Authority and the public which is significant and substantial but extremely difficult to quantity; that the harm to the City and the Authority includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the Contractor from the first source hiring process, as determined by the FSHA during its first investigation of a Contractor, does not exceed a fair estimate of the financial and other damages that the City and the Authority suffers as a result of the Contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a Contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City, the Authority and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City and/or the Authority suffers as a result of the Contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City and/or the Authority by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City and/or the Authority is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's and the Authority's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the Authority may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor

from bidding on or receiving any new Authority contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48.

53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and the Authority and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Left blank by agreement of the parties.

56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the Authority may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the Authority's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be

abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, the Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that the Authority will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the Authority because of Contractor's failure to comply with this provision.

60. Left blank by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

AUTHORITY	**CONTRACTOR**
TREASURE ISLAND DEVELOPMENT AUTHORITY	[name]
By: _____ Michael Tymoff Treasure Island Project Director 1 South Van Ness Ave., Fifth Floor San Francisco, CA 94103.	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.
Approved as to Form: Dennis J. Herrera City Attorney	I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.
By: _____ Deputy City Attorney	By: _____ Dorinda Shipman, PG, CHG Principal/Vice President Treadwell & Rollo | A Langan Company 555 Montgomery Street Suite 1300 San Francisco, CA 94111 City vendor number:

Appendices

A: Services to be provided by Contractor
B: Calculation of Charges

Appendix A
Services to be Provided by Contractor

Generally, the scope of services is for the Contractor to provide oversight of the Navy's ongoing environmental remediation and to assist the Authority in the property transfer and development process. Contractor's services will be provided on an as-needed basis at the direction and request of TIDA staff. Additional services and consultation may be requested by Authority staff from time to time. Monthly Base Closure Team ("BCT") meetings are held to review the status of the Navy's on-going remediation tasks and identify outstanding issues. The Navy and its consultants, Authority, DTSC, CDPH, RWQCB, and the Navy's Restoration Advisory Board ("RAB") members participate in these meetings. Additional meetings are scheduled as needed to address significant issues identified at the monthly meetings. These technical working meetings clarify details of a specific field programs or technical evaluations and approaches. Other supplemental meetings may be associated with assisting the Authority with risk communication, including technical presentations to Authority and City staff, regulators, and tenants. In addition, the Navy prepares work plans and reports to document its approach, confirm agreements between interested parties, and comply with regulatory requirements. The process for completing environmental investigations at NSTI is fairly well defined; however, regulators commonly identify the need for previously unplanned activities (additional investigations, reports and meetings) as new field data are collected and analyzed. Additional work plans and reports are then prepared that, in turn, require additional review and additional meetings to address technical issues.

The scope of services that the Contractor agrees to perform includes, but may not be limited to, completing the following specific tasks:

1. Attend monthly BCT meetings including preparation, meeting attendance, providing the Authority with documentation and analysis from the meeting.
2. Attend supplemental technical meetings including conference calls as needed and as requested by Authority.
3. Review, comment and advise the Authority on technical documents and plans (e.g. Feasibility Studies, Remedial Investigations, Records of Decision, Final Status Survey Reports, etc.) from the Navy and State regulatory agencies including reports and work plans. Prepare written materials for the benefit of Authority and City staff.
4. Provide technical support and environmental expertise to the Authority throughout the property transfer process with the Navy, including peer review of documents and work products prepared by the Navy, the developer and their respective environmental consultants. Within this context, consultant will review technical documents related to the transfer documents, FOST and supporting environmental documents, including any associated legal and regulatory documents necessary to complete property transfer. Such assistance could include assisting the Authority strategically evaluating remediation, transfer and insurance issues, and reviewing and advising Authority and City staff on the following: FOST, FOSET, Covenant Deferral Request, LIFOC, Consent Agreement, environmental insurance policies, and associated documents.
5. Assist the Authority in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above.
6. Provide additional consultation as needed and as requested by the Authority

Appendix B
Calculation of Charges

	Scope of Work Item	2013-2014 Budget	2014-2015 Budget	2015-2016 Budget
1	Attend monthly BCT meetings including preparation, meeting attendance, providing TIDA with documentation and analysis from the meeting.	$ 16,839.68	$ 17,513.27	$ 18,213.80
2	Attend supplemental technical meetings including conference calls as needed and as requested by TIDA.	$ 15,606.24	$ 16,230.49	$ 8,439.85
3	Review, comment and advise TIDA on technical documents and plans (e.g. Feasibility Studies, Remedial Investigations, Records of Decision, Final Status Survey Reports, etc.) from the Navy and State regulatory agencies including reports and work plans. Prepare written materials for the benefit of TIDA and City staff.	$ 47,264.80	$ 37,393.99	$ 14,199.07
4	Provide technical support and environmental expertise to TIDA throughout the property transfer process with the Navy, including peer review of documents and work products prepared by the Navy, the developer and their respective environmental consultants. Within this context, consultant will review technical documents related to the transfer documents, FOST and supporting environmental documents, including any associated legal and regulatory documents necessary to complete property transfer. Such assistance could include assisting TIDA strategically evaluating remediation, transfer and insurance issues, and reviewing and advising TIDA and City staff on the following: FOST, FOSET, Covenant Deferral Request, LIFOC, Consent Agreement, environmental insurance policies, and associated documents.	$ 36,653.76	$ 38,119.91	$ 19,822.35
5	Assist TIDA in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above.	$ 9,384.96	$ 9,760.36	$ 5,075.39
6	Provide additional consultation as needed and as requested by TIDA	$ 32,242.56	$ 33,532.26	$ 18,365.91
		$ 157,992.00	**$ 152,550.28**	**$ 84,116.38**
			Three Year (2013-2016) Total	**$ 394,658.66**

RESOLUTION AUTHORIZING THE TREASURE ISLAND DEVELOPMENT PROJECT DIRECTOR ("PROJECT DIRECTOR") TO EXECUTE AN AGREEMENT BETWEEN THE TREASURE ISLAND DEVELOPMENT AUTHORITY ("AUTHORITY") AND TREADWELL & ROLLO, A LANGAN COMPANY ("TREADWELL & ROLLO" OR "CONTRACTOR") FOR ENVIRONMENTAL ENGINEERING CONSULTING AND OVERSIGHT OF NAVY REMEDIATION FOR THE TREASURE ISLAND/YERBA BUENA ISLAND DEVELOPMENT PROJECT ("AGREEMENT").

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (1) authorized the City's Board of Supervisors to designate the Authority as a redevelopment agency under California redevelopment law with authority over the Base, and (ii) with respect to those

portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, The Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect Authority's status as the Local Reuse Authority for Treasure Island or the tidelands trust trustee for the portions of Treasure Island subject to the tidelands trust, or any of the other powers or authority; and,

WHEREAS, On February 21, 2013, the Authority staff issued a Request for Proposals ("RFP") for qualified consultants or consulting teams to provide environmental engineering consulting and oversight of the U.S. Department of the Navy ("Navy") remediation efforts on former Naval Station Treasure Island ("NSTI") and to provide certain other services in support of the Authority's Treasure Island/Yerba Buena Island Development Project; and,

WHEREAS, On April 17, 2013, an evaluation panel, comprised of representatives from the San Francisco Department of Public Health, the San Francisco Public Utilities Commission, and the Office of Community Investment and Infrastructure, conducted interviews of the four (4) consultants that submitted a proposal, and completed the evaluation and scoring of each consultant's written proposal and oral interview; and,

WHEREAS, The evaluation panel scored Treadwell & Rollo's written proposal and oral interview the highest of the four (4) consultants based on the RFP's selection criteria; and,

WHEREAS, On May 8, 2013, the Authority's Board of Directors authorized the Project Director to enter into negotiations for an Agreement between the Authority and Treadwell & Rollo for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project; and,

WHEREAS, Authority staff and Treadwell & Rollo have completed contract negotiations consistent with the scope of services, term and budget outlined in the RFP and the Authority's

Board of Director's authorization to enter into contract negotiations on May 8, 2013; now therefore be it

RESOLVED, That the Authority hereby authorizes the Project Director to execute an Agreement between the Authority and Treadwell & Rollo for Environmental Engineering Consulting and Oversight of Navy Remediation for the Treasure Island/Yerba Buena Island Development Project; and,

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure Island Development Project Director to enter into any additions, amendments or other modifications to the Agreement that the Treasure Island Development Project Director determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Ninth Amendment, such determination to be conclusively evidenced by the execution and delivery by the Treasure Island Development Project Director of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on June 12, 2013.

_____

Larry Del Carlo, Secretary

DRAFT Minutes of Meeting
Treasure Island Development Authority
June 12, 2013
Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

Mirian Saez, Director of Island Operations
Asja Steeves, Commission Secretary

1. Call to Order 1:34 PM

Present
Linda Richardson, *President*
Claudine Cheng
Larry Del Carlo
John Elberling (1:44pm)
Larry Mazzola, Jr., *VP*
Jean-Paul Samaha (1:42pm)

GOVERNMENT
DOCUMENTS DEPT

JUL - 5 2013

SAN FRANCISCO
PUBLIC LIBRARY

Excused
Supervisor Jane Kim, *Ex-Officio*
Mark Dunlop

2. General Public Comment
Mark Connors, Island resident, spoke of the SF Safe program and provided TI Community Watch materials to Board members. Spoke of a specific Community Watch project in need of funding. Spoke in favor of 311 managing the process of Island residents filing claims against the city.
Deanna Sullivan spoke of her interest in summer activities on Treasure Island.

3a. Directors Report
Ms. Saez, Director of Island Operations, gave a report on Public Safety. Discussed on-Island residential fire that took place on May 17, 2013. The fire displaced three residents in one unit. JSCO has relocated the residents to on-Island units. The cause is under investigation but appears to be an accident. Staff has reached out to island community to remind them of basic preparedness efforts. Discussed crime statistics noting that there were three burglaries in May. In preparation for the summer months, JSCO has directed the private security company to increase patrol in residential area, vary their schedules and increase foot patrol to complement SFPD's enforcement plan. Ms. Saez discussed power outages noting that there was one unplanned power outage experienced. In response to a Muni complaint made at last month's Board meeting, Ms. Saez reported that the 108 Muni line has an on-time performance of 69% which is greater than the citywide on-time performance of 54%. Quality of Life discussed: Boys & Girls Club summer program; NERT graduation with 30 new graduates and 16 recertified members; and Annual Island Clean-up on June 15th.

Leasing activities discussed: Waivers for Homeland Security, FBI and US State Department. Three new subleases signed generating $37,000 in additional annual income. Special Events discussed. Announced the retirement of John Tammen, General Manager of Rubicon Landscaping. Director Richardson presented a Certificate of Honor for John Tammen and spoke of her gratitude for Rubicon Landscapes work.

Public comment:

Deanna Sullivan spoke of her interest in legal forensics focusing on health and daily travel planning.

3b. Report by Treasure Island Development Project Director

Michael Tymoff, TI Development Project Director, discussed upcoming development milestones. SF County Transportation Authority (SFCTA) has received all approvals and Right of Way certification necessary to secure Federal and State funding for the YBI Ramps Project construction. Recently went through procurement process to select a construction management company firm to oversee the contract on behalf of the SFCTA. Staff has been working with the City Attorney's office, the Controller's office, Office of Public Finance on defining an agreement between TIDA and SFCTA to cover both the Right of Way phase and Construction phase of the ramps. Those agreements will be heard by the TIDA Board then will go in front of the SFCTA Board then to Board of Supervisors (BOS). These agreements need to be executed in order for the SFCTA to advertise the construction contract in September 2013, award in October and start construction early 2014. Mr. Tymoff gave a brief update on EIR appeal. Opening brief is due June 18th. Staff has six weeks to file an opposition brief. The Appeal Hearing date is schedule to take place in February 2014. The court then has 90 days to file its decision. The EIR along with permitting and city approvals are all gating issues for development. Mr. Tymoff anticipates that TICD will start with their major and sub phase applications later this year with construction starting in 2015. Discussed agreements relating to the ongoing operation and maintenance of the utility infrastructure on the Island between now and when property is transferred and when the developer replaces the entire system. Discussed possibility of a $10 million Bond issuance in order to extend the useful life of the utility infrastructure. Staff is in talks with the City Administrator's Office, SFPUC and the City Attorney's Office in order to review various bonding scenarios. Property transfer agreement discussed. This agreement will be heard for approval in the next few months as it is required for the developer to obtain site control as a condition of their equity and debt agreements. Mr. Tymoff noted that Treadwell & Rollo will be replacing AMEC Geomatrix, Inc. as that contract ends this month.

Mr. Tymoff announced that he is leaving his position with the City and has accepted a position with Boston Properties as a Senior Project Manager on the new Transbay Tower Project. Mr. Tymoff acknowledged and thanked all those who have been involved with the development project and who have worked alongside him for the past six years. He then thanked the TIDA Board for their leadership. Supervisor Jane Kim spoke of her gratitude for the TIDA Board and recognized Mr. Tymoff for his leadership and work on Treasure Island and presented him a commendation on behalf of the BOS. Supervisor Kim spoke briefly of Mr. Tymoff's leadership and strength dealing with Treasure Island's unique issues.

Director Richardson spoke of her gratitude for Mr. Tymoff and all of his work on the development project and presented him with a plaque thanking him for his years of

service.

Public comment: Deanna Sullivan spoke of her interest in the Navy remediation.
Sherry Williams, Executive Director of TIHDI, thanked Mr. Tymoff for his work on the project.
Ruth Gravanis thanked Mr. Tymoff for his work on the project and his commitment to involving the public in a meaningful way.

4. Communications
There was no discussion on Communications by Directors.
There was no public comment.

5. Ongoing Business by Board of Directors
Director Richardson thanked TIDA Project Office for providing refreshments at N.E.R.T graduation.
There was no public comment.

6. Approving TIDA Budget for FY 2013-2015 and authorizing the Director of Treasure Island to Enter into Work-Orders for Services with other City Departments. Professional Service Contracts and Agreements with Service Providers.
Mirian Saez, Director of Island Operations, gave background of TIDA and discussed goals, responsibilities and its mission. TIDA provides property management and the provision of municipal services to the Island community including public safety. To pay for costs associated with this, TIDA generates revenue through housing, commercial space and special events. Ms. Saez briefly discussed the development project. Discussed this year's expenses and income. JSCO revenue is projected to slightly decrease due to units being held offline to prepare for the YBI/TI Transition Housing Interim moves. There were some unplanned expenses associated with the utility infrastructure, water testing and DPW tree trimming and landscaping. The FY 2013-15 budgets were presented to the Island Stakeholders and TICD as required. Overall, during FY 2013-14, TIDA revenue is going to increase and administrative costs remain low. Professional service contracts will decrease. Discussed balance of work orders to other city departments. Discussed funding for facilities and items identified by the community like street paving, street lights, security gates, picnic areas and programs for youth. Proposed modest increase for some of operations professional services. Work order for SFFD will increase for fire suppression needs. Ms. Saez recommend approval of the budget as its consistent with terms of the Navy agreement to manage the property and provide municipal services as well as to develop the former Naval base and manage its integration into the city.

There was no public comment.

Director Cheng motioned for approval.
Director Samaha seconded.
This item was approved unanimously.

7. **Consent Agenda**

a. Approving the Minutes of the May 8, 2013 Meeting
b. TIDA Board Regular Meeting Schedule for FY 2013 – 2014
c. Professional Services Agreement with the TIHDI for the period from July 1, 2013 to June 30, 2014
d. Month-to-month Professional Services Agreement with Rubicon Enterprises, Inc. to Provide Landscape Services commencing on July 1, 2013
e. Professional Services Agreement with Toolworks, Inc., to Provide Janitorial Services Commencing July 1, 2013 and Expiring on June 30, 2014
f. Retroactively Approving and Authorizing the Execution of Sublease No. 697 with the LIFE LEARNING ACADEMY, INC.
g. Authorizing the Treasure Island Development Project Director to Execute an Agreement between the TIDA and Treadwell & Rollo for Environmental Engineering Consulting and Oversight of Navy Remediation

Director Del Carlo requested to remove items 7a and 7d from the consent agenda.

There was no public comment.
Director Cheng motioned to approve item 7b, 7c, 7e, 7f and 7g.
Director Mazzola, Jr. seconded.
These items passed unanimously.

Regarding item 7a, Director Del Carlo requested a revision relating to the attendance of Director Dunlop noted on the minutes. It was confirmed that Director Dunlop was present at the May 8th meeting. Regarding item 7d, Director Del Carlo and staff discussed clarifying points regarding the Rubicon contract.

There was no public comment.
Director Mazzola motioned to approve both Item 7a with revised language and item 7 d. as is.
Director Cheng seconded.
These items passed unanimously.

7. **Discussion of Future Agenda Items by Directors**

Director Richardson requested a future agenda item to discuss Public Safety and legal parameters of the Community Watch programs on TI.
There was no public comment.

8. **Possible Closed Session to Confer with Real Property Negotiators**

There was no Closed Session.
There was no public comment.

9. **Adjourn**

The meeting was adjourned at 2:45PM.

Minutes of Meeting
Treasure Island Development Authority
June 12, 2013
Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

Mirian Saez, Director of Island Operations
Asja Steeves, Commission Secretary

1. Call to Order 1:34 PM

Present
Linda Richardson, *President*
Claudine Cheng
Larry Del Carlo
John Elberling (1:44pm)
Larry Mazzola, Jr., *VP*
Jean-Paul Samaha (1:42pm)

GOVERNMENT
DOCUMENTS DEPT
SEP - 9 2013
SAN FRANCISCO
PUBLIC LIBRARY

Excused
Supervisor Jane Kim, *Ex-Officio*
Mark Dunlop

2. General Public Comment
Mark Connors, Island resident, spoke of the SF Safe program and provided TI Community Watch materials to Board members. Spoke of a specific Community Watch project in need of funding. Spoke in favor of 311 managing the process of Island residents filing claims against the city.
Deanna Sullivan spoke of her interest in summer activities on Treasure Island.

3a. Directors Report
Ms. Saez, Director of Island Operations, gave a report on Public Safety. Discussed on-Island residential fire that took place on May 17, 2013. The fire displaced three residents in one unit. JSCO has relocated the residents to an on-Island unit. The cause is under investigation but appears to be an accident. Staff has reached out to the island community to remind them of basic preparedness efforts. Discussed crime statistics noting that there were three burglaries in May. In preparation for the summer months, JSCO has directed the private security company to increase patrol in residential area, vary their schedules and increase foot patrol to complement SFPD's enforcement plan. Ms. Saez discussed power outages noting that there was one unplanned power outage experienced. In response to a Muni complaint made at last month's Board meeting, Ms. Saez reported that the 108 Muni line has an on-time performance of 69% which is greater than the citywide on-time performance of 54%. Quality of Life discussed: Boys & Girls Club summer program; NERT graduation with 30 new graduates and 16 recertified members; and Annual Island Clean-up on June 15th.

Leasing activities discussed: Waivers for Homeland Security, FBI and US State Department. Three new subleases signed generating $37,000 in additional annual income. Special Events discussed. Announced the retirement of John Tammen, General Manager of Rubicon Landscaping. Director Richardson presented a Certificate of Honor for John Tammen and spoke of her gratitude for Rubicon Landscapes work.

Public comment:

Deanna Sullivan spoke of her interest in legal forensics focusing on health and daily travel planning.

3b. Report by Treasure Island Development Project Director

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